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CWA CONTRACT

This Agreement entered into this 15 day of December, 2020, and amended the Agreement entered into on June 28, 2016 by and between:

The Communications Workers of America (AFL-CIO)
(hereinafter referred to as "CWA" or "Union")

AND

The Township of Maplewood, New Jersey,
(hereinafter referred to as "Township")

Witnesseth that:

Whereas, the parties have carried on collective negotiations regarding wages and other terms and conditions of employment.

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

Article 1 Recognition

- A. The Township hereby recognizes the CWA as the exclusive and sole representative for collective bargaining concerning salaries and other terms and conditions of employment for the Township non-supervisory employees whose titles are listed on the attached schedule.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement refers to all persons represented by the CWA in the above-defined bargaining unit.

Article 2 Union Dues

A. New Hires

The Union shall have the right to meet with newly hired employees that fall within the bargaining unit defined in Article 1, Section A of this Agreement, without charge to the pay or leave time of the employees,

for thirty (30) minutes, within thirty (30) calendar days from the date of hire. Said meeting shall be individual or group meetings.

Within ten (10) calendar days from the date of hire of any employee who falls within the definition of the bargaining unit, the Township shall provide the following contact information to the Union in an Excel file format or other format mutually agreed upon between the Township and the Union: name; job title; department; worksite location; work and personal telephone numbers; date of hire; work and personal email addresses on file with the Township; and home address. Every one-hundred and twenty (120) calendar days from the effective date of this Agreement, the Township shall provide the Union, in an Excel file or similar format mutually agreed upon between the Township and the Union, the following information for all negotiations unit employees: name; job title; department; worksite location; work and personal telephone numbers; date of hire; work and personal email addresses on file with the Township; and home address.

B. Dues Check-off

1. Upon receipt of a properly written authorization from an employee, the Township will deduct Union dues in an amount certified by the Union within thirty (30) days of receipt by the Township. The Township shall remit the dues to CWA Dues, PO Box 79176, Baltimore, MD 21279-0176. Said remittance shall be made by the tenth (10th) day of the month following the calendar month in which such deductions are made along with a list of the names, titles, and worksite addresses of those from whom such deductions were made. A copy of the list shall

also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, NJ 08852.

2. All deductions under this Article shall be subject to revocation by the employees who executed such authorizations. A written revocation must be given by employees to the Township within ten (10) calendar days following the anniversary date of employment. The Township shall notify the Union of such revocation within five (5) calendar days of receipt of notice from an employee of revocation of authorization and deductions must stop as of the thirtieth (30th) day following the anniversary date of employment.

C. Hold Harmless

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits, and any other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Township in conformance with this Article. The Union shall intervene in, and defend, any administrative or court litigation concerning this Article and shall reimburse the Township for any attorney's fees or costs incurred by the Township. The Township shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

Article 3 Non-Discrimination

The Township agrees that it will not discriminate against any employees on the basis of sex, sexual or affectional orientation, gender or gender identity or expression, race, creed, color, religion, national origin, ancestry, age, marital or political status, atypical hereditary or cellular blood trait, disability, domestic partnership or civil union status, sexual orientation, pregnancy, childbirth, medical condition related to pregnancy or childbirth, genetic information or refusal to submit genetic testing, or any other class protected by federal, state, and local law, regulation, or ordinance.

Article 4 Management Rights

- A. It is recognized that the management of the Township offices, the control of the properties and the maintenance of order and efficiency, are solely the responsibilities of the Township. Accordingly, the Township retains the following rights, including, but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations; to decide the staff, scheduling and work assignments; to take disciplinary action for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods, schedules, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others, contract, sub-contract or otherwise.

- B. The Township retains all rights of management unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer Employee Relations Act or other laws, rules and regulations.

Article 5 Grievance and Discipline Procedures

- A. A grievance shall be defined as an alleged violation of the terms and provisions of this Agreement made by an employee of the CWA or the Union. A grievant shall be defined as an employee or the Union filing such a grievance.

- B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances that may arise from time to time affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- C. Nothing contained herein shall be construed as limiting the rights of any employee from discussing matters informally with their supervisor or department head and having the grievance adjusted without intervention of the CWA, provided that an adjustment is not inconsistent with this Agreement. The CWA shall be given the opportunity to be present at such adjustment, provided that the grievant requests it.

- D. Employees shall only be disciplined for just cause. An employee may appeal discipline through the grievance procedure outlined in this article at the step 3 level.

- E. Suspension of five (5) days or greater may be appealed through arbitration.

- F. Discipline includes oral warnings, written warnings, suspension, demotion, termination, and other penalties imposed by the Township. The employee shall be notified in writing of the charges and specifications. The Township will notify CWA in writing of all disciplines with the exception of oral and written warnings. The

employee may ask for Union representation and has the right to appeal all discipline.

- G. An employee shall institute the grievance procedure within fifteen (15) calendar days of the occurrence complained of. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

H. Procedure:

Step 1: An employee or the Union with a grievance shall first discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2: In the event that the grievant, employee or Union, is not satisfied with the decision at Step 1, or in the event that the immediate supervisor has not rendered a decision within fifteen (15) calendar days after receiving the grievance, the matter shall be presented in writing by the grievant, employee or Union, to the department head within fifteen (15) calendar days after receiving the answer at Step 1 or when the answer should have been received. A meeting will take place between the parties. The department head shall render a decision within fifteen (15) calendar days after receiving the grievance.

Step 3: In the event that the grievant, employee or Union, is not satisfied with the decision at Step 2, or in the event that the department head has not rendered a decision within fifteen (15) calendar days after receiving the grievance, the matter shall be presented in writing by the grievant, employee or Union, to the Township Administrator within fifteen (15) calendar days after receiving the answer at Step 2 or when the answer should have been received. At the time that the grievance is submitted, the employee or Union may request a meeting or a hearing with the Township Administrator to discuss the grievance. Such a meeting or a hearing shall be held prior to the rendering of the decision. The Township Administrator shall render a decision in writing within fifteen (15) calendar days after receiving the grievance.

Step 4: In the event that the CWA is not satisfied with the decision at Step 3, or in the event that the Township Administrator has not rendered a decision within (20) calendar days after receiving the grievance, the CWA only may file for arbitration of the grievance with the Public Employment Relations Commission (PERC) within twenty (20) calendar days after receiving the answer at Step 3 or when the answer should have been received. A copy of the filing shall be provided to the Township. The arbitrator's decision shall be final and binding on the parties to the extent permitted by law. The Township and the CWA shall share the cost of the arbitrator equally.

- I. A grievance affecting a group of employees may be submitted by the CWA on behalf of the group of employees at Step 2 of the grievance procedure.
- J. An employee who is in his/her probationary period may not grieve a discharge. Additionally, an employee who is in his/her probationary period may grieve a disciplinary action through the third Step, but may not arbitrate it.
- K. If a Township supervisor, Department Head or Township Administrator does not render a decision regarding a grievance within the specified time period it will be considered a denial of the grievance.
- L. The timeframes denoted in Steps 1 through 4 above may be extended upon mutual agreement of the grievant and the Township.

Article 6 Hours of Work

- A. Listed are the hours per week for full time employees:
 - 1. Custodians – 40
 - 2. Mechanics – 40
 - 3. Municipal Building Employees – 32.5
 - 4. Municipal Court Employees – 35
 - 5. Community Service Officer – 35

6. Police Department Clerical Employees – 35
 7. Community Pool Employees – 40
 8. Jitney Drivers – There is a morning shift and an evening shift
- B. In addition to the normal hours per week listed above, Municipal Building employees may be required to work evening hours in addition to their normal day shift. Evening hours shall be twice per month from 4:30 p.m. to 7:00 p.m. These evening hours shall be suspended during the months of June, July and August.
- C. The Township retains the right to revise the hours of operation to the extent permitted by law.
- D. Meal Periods and Breaks: Full-time employees are entitled to two fifteen (15) minute breaks, one in the morning and one in the afternoon, as well as a one (1) hour or one half hour (30 minute) unpaid lunch break each day. Part-time employees are entitled to one (1) fifteen (15) minute break after working four (4) hours or more.
- E. Evening shift Jitney Drivers are required to wait at least fifteen (15) minutes for the last train. If the train has not arrived, they shall contact their Department Head for instructions. In the event a train is late and the Jitney Drivers work later than their scheduled time, they will be paid for the extra time worked.

Article 7 Probationary Period

- A. All full-time and part time employees shall be considered probationary until the successful completion of six (6) months of continuous employment with the Township. The probationary period may be extended for three (3) months twice after the initial probationary period for a maximum of one (1) year. Successful completion shall be determined by an evaluation from the employee's Department Head.

- B. Discharge during the probationary period shall not be subject to the grievance procedure. Discipline, however, may be grieved up to the third Step of the grievance procedure, but it may not be arbitrated.

Article 8 Leave Time

- A. **Family Medical Leave:** Employees may qualify for leave under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act pursuant to the Township's policy, which may be amended from time to time. To the extent permitted by law, paid leave time must be used concurrently with the leave that qualifies under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act. Employees must substitute and utilize other forms of paid leave while they take a leave that qualifies under the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act.

- B. **Funeral:** Full-time employees shall be provided time off with pay from the day of death of a person in the employee's immediate family, until the day after the funeral, not to exceed three (3) calendar days during the three (3) days following the death. Immediate family shall be defined as follows: wife, husband, mother, father, daughter, son, stepdaughter, stepson, sister, brother, grandparent and grandchildren of the employee and mother-in-law, father-in-law, grandparent-in-law, registered domestic partner and a person with whom the employee is living in a spousal relationship. In order for an employee to take funeral leave for the death of a person with whom they share a spousal relationship, the employee must have notified the Township Administrator in writing in advance of the death of the name of the person and the fact that this person lives in the home with the employee in a spousal relationship. In order for an employee to take funeral leave for the death of a registered domestic partner, proof of partnership registration must be provided to the Township Administrator. Any employee requesting a day off for this purpose shall submit a written statement to their department head, which shall indicate the name of the deceased and the relationship to the employee.

C. Jury Service: Full time employees shall be excused from work when they are required to be present for jury service and shall receive their usual compensation during the time they are on jury service. Employees required to serve on a jury shall present their department head with a copy of the jury service notification indicating the date(s) they are to serve as soon as they receive the notice, but no later than one (1) week in advance. The employee's regular salary shall be reduced by any payment received by the employee from the court system for jury duty.

If the employee is dismissed from jury service, the employee must return to work unless the employee's dismissal is less than two (2) hours before the end of the employee's workday.

D. Sick:

1. Full-time employees shall receive fifteen (15) sick days per calendar year. For any full-time employee employed less than one year, sick days shall be earned at the rate of 1-1/4 days per month.

The parties agree that on or after November 1, 2022, the Union may request, in writing, to meet and discuss the issue of how employees accrue sick days and whether unused sick days may be carried over from year to year.

2. Sick leave shall not accumulate from year to year. There will be no pay out of unused sick time at separation of service or retirement.
3. Except as provided in Section 10 of this Article, sick days shall be used for the employee's own illness, injury, or disability.

4. Employees out of work due to illness for three (3) consecutive workdays must submit a doctor's note upon their return to work. Depending upon the circumstances, additional notes may be required by the Township.
5. The Township shall provide a disability plan for full-time employees for up to 26 weeks of disability with a seven (7) day waiting period. The Township disability plan shall be substantially similar to the New Jersey Disability Plan.
6. Employees who have been employed by the Township for one year or more and who use less than three (3) sick days during a calendar year shall receive one (1) personal day in the next calendar year. Usage of this day shall be consistent with the personal day article.
7. Sick time is advanced at the beginning of the year, with the exception of the first year of employment. Therefore, if an employee separated from service or retires and has used more sick time than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned sick time. Such payment shall be deducted from the employee's last paycheck.
8. An employee who anticipates being absent due to illness, injury or disability must notify his or her supervisor prior to the start of the shift or workday if possible, no later than one hour past the start of the shift, on each day of absence for sick leave purposes, unless the employee provides a physician's certificate in advance noting the expected days of absence for illness, injury or disability.
9. Employees shall receive sick leave benefits pursuant to the terms of this Article and the Union expressly waives any benefits or rights afforded to employees pursuant to the terms of the New Jersey Earned Sick Leave Act, N.J.S.A. 34:11D-1 et. seq.

10. Notwithstanding Sections 3 and 9 of this Article, employees may use up to five (5) sick days per calendar for the following reasons:

- a. for well visits to the doctor;
- b. time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- c. absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- d. time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or

e. time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

11. For purposes of Section 10, Family Member shall mean a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

12. If an employee's request to use sick leave pursuant to Section 10 is foreseeable, the employee must provide seven (7) days' notice. If the employee's request is unforeseeable, the employee must provide notice to the Township as soon as practicable.

E. Vacation:

1. Full-time employees hired before January 1, 2002 shall receive vacation in accordance with the following schedule:

a. Employees with less than one (1) year of service shall receive one (1) day of vacation time for each month of continuous employment from the date of employment to the time of the employee's vacation, not to exceed ten (10) working days.

b. Beginning with the second calendar year and through the third calendar year of continuous employment, employees shall receive ten (10) vacation days.

- c. Beginning with the fourth year and through the seventh calendar year of continuous employment, employees shall receive sixteen (16) vacation days.
- d. Beginning with the eighth calendar year and through the eleventh (11) calendar year of continuous employment, employees shall receive seventeen (17) vacation days.
- e. Beginning with the twelfth calendar year and through the fifteenth calendar year of continuous employment, employees shall receive eighteen (18) vacation days.
- f. Beginning with the sixteenth calendar year and through the eighteenth (18) calendar year of continuous employment, employees shall receive nineteen (19) vacation days.
- g. Beginning in the nineteenth year and for each year of continuous employment thereafter, employees shall receive twenty-two (22) vacation days.

2. Full-time employees hired after January 1, 2002 shall receive vacation in accordance with the following schedule:

- a. Employees with less than one (1) year of service shall receive one (1) day of vacation time for each month of continuous employment from the date of employment to the time of the employee's vacation, not to exceed ten (10) working days.
- b. Beginning with the second calendar year and through the fourth calendar year of continuous employment, employees shall receive eleven (11) vacation days.

- c. Beginning with the fifth calendar year and through the tenth calendar year of continuous employment, employees shall receive seventeen (17) vacation days.
 - d. Beginning with the eleventh calendar year and through the fourteenth calendar year of continuous employment, employees shall receive eighteen (18) vacation days,
 - e. Beginning with the fifteenth calendar year and through the eighteenth calendar year of continuous employment, employees shall receive nineteen (19) vacation days.
 - f. Beginning with the nineteenth calendar year and for each year of continuous employment thereafter, employees shall receive twenty-two (22) vacation days.
3. All employees shall schedule vacation time in advance, but in no event less than 72 hours prior to the requested vacation day. The employee's department head shall approve or deny all vacation requests in a timely manner. The Township shall give consideration to emergency situations that do not meet the 72-hour prior notice.
 4. Vacation time must be used in the year in which it is earned. Unused vacation time shall be forfeited.
 5. The employee's department head and the Township Administrator shall approve or deny vacation requests for consecutive time in excess of two weeks.
 6. Vacation time is advanced at the beginning of the year, with the exception of the first year of employment. Therefore, if an employee separates from service or retires and has used more vacation time than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned vacation

time. Such payment shall be deducted from the employee's last paycheck.

F. Personal Days:

1. Effective January 1, 2002, full-time employees shall receive two (2) personal days per year. If an employee was hired after July 1st of any given year, they shall only receive one (1) personal day for the first year of employment. If an employee was hired after October 1st of any given year, they shall not receive any personal days for the remainder of that calendar year in which they were hired.
2. Personal days must be used in the year in which they are earned. Unused personal days shall be forfeited.
3. Personal days are advanced at the beginning of the year, with the exception of the first year of employment. Therefore, if an employee separates from service or retires and has used more personal days than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned personal days. Such payment shall be deducted from the employee's last paycheck.

Article 9 Holidays

A. The following days are considered holidays for full-time employees:

New Year's Day	*Columbus Day
Martin Luther King Jr. Day	*Veteran's Day
*Lincoln's Birthday	Thanksgiving
Presidents' Day	Day after Thanksgiving
*Good Friday	Christmas Day
Memorial Day	Afternoon of Christmas Eve
Independence Day	Afternoon of New Year's Eve
Labor Day	

- B. Holiday, unless denoted as a floating holiday, may only be used on the date designated for the holiday. Holidays indicated by (*) asterisk are considered floating holidays. Mechanics will not work on floating holidays. Municipal offices will be open on these days and every municipal department must be covered and opened on these days. Full-time employees who work on these holidays will have the ability to take off another day later in that calendar year with the approval of their department head and 72 hours' notice. Full-time employees who work on these holidays will be paid at straight time and not premium time. An employee's use of the floating holidays is subject to Department Head approval. Jitney drivers will earn time and a half when working on a floating holiday. If a Custodian works on a floating holiday, the Custodian will be paid at a rate of time and a half for the hours worked during the floating holiday.
- C. Floating holidays must be used in the calendar year in which they are earned.
- D. If a floating holiday earned has not been used within thirty (30) days of the holiday worked, the employee must request use of the day with a minimum of two weeks' notice before the date requested for use of the floating holiday, subject to the approval of their department head.
- E. When holidays fall on the weekends, the Township Administrator will determine on an annual basis when that holiday will be given to employees.
- F. When vacation is used in conjunction with a holiday, the holiday will be counted as holiday time off. When vacation is used in conjunction with a half-day holiday, half of the day will be counted as holiday time and the other half will be counted as a half vacation day used. The employee shall factor this in when scheduling vacation time.

- G. If Mechanics, Custodians, or Head Custodians are called in to work on New Year's Day, the 4th of July, Thanksgiving Day, or Christmas Day, they will earn double the employee's regular rate of pay for the hours worked.

Article 10 Health Benefits

- A. Full-time employees, defined as those who work 30 hours per week or more on a regular basis, are eligible to receive health benefits.
1. **Medical:** The Township shall provide medical coverage of all full-time employees as defined above. Coverage shall be extended to the entire family of the employee as per health plan specifications. Full-time employees shall make contributions towards the cost of their health insurance coverage in the amount set forth pursuant to P.L. 2011, c.78.
 2. **Dental:** The Township shall provide dental coverage to all full-time employees as defined above. Coverage shall be extended to the entire family of the employees as per dental plan specifications.
- B. The Township reserves the right to change carriers and/or self-insure so long as similar benefits are provided. The parties understand and agree that in the event that the State and/or the State Health Benefits Commission makes changes to the State Health Benefits Program, the Township has the unilateral right to make said changes in accordance with its statutory mandate.

Article 11 Wages and Overtime

- A. Employees who are hired after July 1st of any calendar year shall not receive an annual increase until one (1) year of service is completed in their job title. The employee will then be eligible for the next annual increase in January of the following year. For example: an employee hired on September 15, 2019, shall receive the 2020 raise on

September 15 of 2020 and then the annual increase on January 1, 2021.

B. Increases in wages for full-time employees shall be provided as follows:

1. January 1, 2020 – 2%
2. January 1, 2021 – 2.25%
3. January 1, 2022 – 2%
4. January 1, 2023 – 2.25%

C. Part-time employees increases in wages shall be provided as follows:

1. January 1, 2020 – \$.40 per hour
2. January 1, 2021 – \$.40 per hour
3. January 1, 2022 – \$.40 per hour
4. January 1, 2023 – \$.40 per hour

Jitney Drivers who were laid off in 2020 shall have their hourly salary rate increased in accordance with this section if they are recalled for work. Jitney Drivers who were laid off in 2020 shall not receive any retro pay under the terms of this Agreement or back pay for the period of time they were laid off.

D. Overtime for employees shall be paid according to the Fair Labor Standards Act. Lunch breaks are not considered as hours worked to calculate overtime. Hours beyond the normal workday, as established by the Township shall be paid at straight time until the employee's total hours for the week reach forty (40) hours. Hours worked over forty (40) hours for the week shall be paid at time and a half.

E. Overtime for Mechanics, Custodians, and Head Custodians shall be paid as indicated in paragraph D above. Overtime distributions for Mechanics, Custodians, and Head Custodians shall be done on the basis of a seniority list. If an employee is not available or declines overtime, they shall be skipped over and they shall not receive another overtime opportunity until the list is exhausted and the rotation comes

to their name again. For the purpose of this Article, "seniority" will be defined as the total years working for the Township.

- F. A Meal Allowance for Mechanics, Custodians, and Head Custodians who work overtime in emergencies shall be provided. The Mechanics, Custodians, and Head Custodians will be reimbursed \$8.00 for breakfast, \$10.00 for lunch and \$12.00 for dinner.

- G. If a Mechanic, Custodian, or Head Custodian is recalled to duty, the Mechanic, Custodian, or Head Custodian shall be compensated at the rate of time-and-one-half for the time worked with a minimum of four (4) hours. Whenever a Mechanic, Custodian, or Head Custodian is called upon to work eight (8) hours overtime in addition to his/her regular daily employment within a twenty-four (24) hour period, he/she shall be entitled to receive a four (4) hour rest period at regular pay and shall be entitled to receive his/her rest period at the commencement of his next regular daily shift unless emergency conditions require his/her presence on said shift which event such scheduling of the rest period shall be staggered. On non-work days, if an employee works sixteen (16) hours in a twenty-four (24) hour period, he/she shall be entitled to receive a four (4) hour rest period at regular pay rates. For example, if an employee works sixteen (16) hours on a Saturday and his/her hourly rate is \$5.00 per hour, he/she shall receive time and a half pay for sixteen (16) hours at a rate of \$7.50 per hour (In addition to his/her regular weekly pay). If a Mechanic, Custodian, or Head Custodian is called in for emergency overtime, released to return home, and then called in for a second emergency overtime within four (4) hours of the end of the first "call-in", then the employee will be paid for the intervening period at overtime rates. However, the second "call in" need not be governed by seniority. Employees must be notified by noon Thursday of any Saturday overtime work, and such work may only be cancelled by noon Friday by the Employer for good cause.

- H. Any overtime opportunities normally performed by the CWA bargaining unit at the Township Municipal Building will be offered to the CWA first.

This includes work performed by CWA employees for special events at the Township Municipal Building.

Article 12 Longevity

- A. Full-time employees hired before November 1, 1993 shall receive longevity as follows:
1. After five (5) years of service – 2%
 2. After ten (10) years of service – 4%
 3. After fifteen (15) years of service – 6%
 4. After twenty (20) years of service – 8%
 5. After twenty-five (25) years of service – 10%
- B. Full-time employees hired after November 1, 1993 and before January 1, 2002
1. After five (5) years of service - \$500.00
 2. After ten (10) years of service - \$1,000.00
 3. After fifteen (15) years of service – \$1,500.00
 4. After twenty (20) years of service – \$2,000.00
 5. After twenty-five (25) years of service – \$2,500.00
- C. Beginning January 1, 2002 for the above-mentioned employees, longevity pay will be rolled into base pay for all purposes as required by law. The longevity roll in shall be in lieu of lump sum longevity payments.

Article 13 Seniority

Seniority is defined as an employee's total length of continuous service with the Township beginning with the date of hire. An employee who voluntarily resigns or who is discharged for just cause shall lose seniority rights. Unless required by law, any employee who is granted a leave of absence without pay shall not accumulate seniority time while on leave.

The Township will consider seniority for shift changes, job opportunities, when extra hours are available, selection of vacations by department,

reassignments, and transfers. For purposes of layoffs, the Township will consider seniority in accordance with Article 19 of this Agreement.

Article 14 Health and Safety

- A. The Township will comply with all regulations and guidelines of PEOSHA.
- B. Employees may submit concerns regarding workplace conditions that they believe may be unsafe or unhealthy. Except in emergency situations, concerns shall be made in writing to the employee's department head with a copy to the Township Administrator.
- C. If the Township closes for 24 hours or less due to extreme temperatures, weather conditions or other emergencies, all employees will be paid for the hours scheduled to work.

Article 15 Uniforms and Tool Allowance

- A. Community Service Officers (CSO) shall receive uniforms. The Township will provide an initial issue of five (5) pairs of pants, five (5) short sleeve shirts, five (5) long sleeve shirts, one rain parka, one winter coat with a removal lining every 5 years and two caps. After receiving this initial issue as described above, full-time CSO's will be required to purchase all replacement items from a clothing allowance of \$450 per year that shall be paid in April of each year. Part-time CSOs will receive two (2) pairs of pants, two (2) short sleeved shorts, and two (2) long sleeved shirts every other year. They will also receive the same coat as full-time CSOs, which will be replaced every (5) years.
- B. Each Code Enforcement Officer (CEO) shall be supplied an initial jacket which shall be replaced on an as-needed basis as well as two (2) short sleeved shirts and two (2) long sleeved shirts. CEO's will receive \$100 per year in April for clothing.

C. Mechanics, Custodians and Pool Maintenance – The Township will supply the following uniforms and shoes in the following timeframes:

1. Five tee shirts, annually
2. Five short sleeve shirts, annually
3. Five long sleeve shirts, annually
4. Five pants, annually (two summer weight and three winter weight)
5. One pair of work boots, annually (steel-tipped, unless medically restricted)
6. One summer jacket, every two years
7. One winter parka, every three years

Additionally, beginning January 1, 2020, each shall receive an annual \$450 clothing maintenance allowance in November of each year. Beginning 2020, Mechanics shall receive a tool allowance of \$400 per year in April.

D. Crossing Guards – The Township will supply each Crossing Guard with a winter jacket, spring (light weight) jacket, a hat, a vest, and a sign. All uniform components will be replaced as needed by filling out a form.

E. Jitney Driver will receive 4 summer shirts and 4 winter shirts. These shirts will be replaced as needed. The Township will also provide a sweatshirt or jacket as needed.

F. The Township will provide a form for workers to request replacement items, where permitted, which is submitted to each worker's department. The worker shall retain a copy of this request. All requests will be handled in a timely manner.

Article 16 Personnel Files

The Township shall establish personnel files that shall be maintained under the direction of the Township Administrator. Employees shall have the ability to review and respond in writing to any complaint, negative report or disciplinary action. The employee's response shall be placed in the

personnel file. Employees shall have the right from time to time to make reasonable requests to review the contents of their personnel file, except confidential medical information. Such review will be conducted in the presence of the Township Administrator or his/her designee. Employees may respond in writing to any complaint, negative report, or disciplinary action. The employees response shall be placed in his/her personnel file by the Township Administrator or his/her designee.

Article 17 Union Representative

- A. Members of the CWA who are elected or designated by the CWA to attend any meeting or education conference of the CWA or other group with which it is affiliated, shall be granted the necessary unpaid leave, provided that notification is given to the Township Administrator in writing by the CWA at least one week in advance, and provided that such request does not exceed six (6) working days per year in the aggregate for all members.
- B. The Township shall supply a bulletin board in the Police Department, the Public Works Department and the Municipal Building for the exclusive use of the CWA.
- C. One CWA shop steward will be granted reasonable time, with pay, to investigate a grievance; upon approval from the shop steward's Department Head, meet with bargaining unit members during the shop steward's normally scheduled work hours to discuss members' concerns regarding the terms and conditions of this Agreement; and will be granted time, with pay, for participation in any step of the grievance procedure.
- D. Up to three (3) members of the CWA's negotiating committee will be granted time, with pay, to negotiate a successor contract. When employee representatives of the CWA are mutually scheduled by the Township and the CWA to participate during working hours in negotiations or grievance proceedings, such representatives shall continue to be paid for those hours. When negotiations or grievance

proceedings go beyond the working hours, employees are considered on their own time and shall not be paid for such hours.

Article 18 Part-Time Employees

- A. If the Township is closed for a holiday and the part-time employee is scheduled to work but cannot because the Township is closed for business, the employee will be paid for the day.

- B. Crossing Guards will receive up to four (4) days pay for school break, per school year. This provision is effective January 1, 2020. These days shall include Thanksgiving, the day after Thanksgiving, and the following three holidays: Martin Luther King Day, Presidents Day and Memorial Day. If the school calendar does not close on Martin Luther King Day or Presidents Day the Township will substitute another day when school is closed to pay the Crossing Guards. In addition, the Crossing Guards will earn two (2) additional paid days to be used when school is closed. The Crossing Guards must notify the Chief of their intention to use a paid day for this closing.

- C. Part-time employees shall earn eight (8) days of paid time off per calendar year. Paid time off must be used in the calendar year it is earned and can only be used in increments of a half work day or full work day.
 - i. Part-time employees shall receive sick leave benefits pursuant to the terms of this Article and the Union expressly waives any benefits or rights afforded to employees pursuant to the terms of the New Jersey Earned Sick Leave Act, N.J.S.A. 34:11D-1 et. seq.

- D. Jitney Drivers Working on a Holiday – If the Jitney drivers work on the day that a holiday is observed, they will be compensated at one and a half times their normal rate of pay.

Article 19 Recall and Layoff

- A. If the Township decides to reduce the number of employees in any particular job group, the employee or employees with the least seniority shall be laid off first.
- B. In the event of a layoff, the employee or employees to be laid off should be given notice of at least thirty (30) days prior to the date of layoff.
- C. Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications to perform the work within one year of the layoff.
- D. For the purposes of layoff, a mechanic acting as a lead person shall have seniority over other mechanics.

Article 20 Fully Bargained Provisions

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

Article 21 Savings Clause

If any provisions of this Agreement should be held invalid by operation of law or regulation by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or

appropriate administrative agency pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article 22 Term and Renewal

This Agreement shall be in full force and effect as of the date of the execution of this Agreement and shall remain in effect to and including December 31, 2023 without any reopening date. Any economic changes in this Agreement shall apply only to those employees on the payroll of the Township at the date of execution of this Agreement. This agreement shall continue in full force and effect from year to year thereafter, unless the Township of the CWA gives notice, in writing, no sooner than one hundred twenty (120) days not later than ninety (90) days prior to the expiration date of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 23rd day of December, 2020.

For the Township of Maplewood:

Greg Schiro

For Communication Workers of America, Local 1031:

Adam Stender
John Moran
Art Taper
Timothy Ellis

Side Letter Regarding Sick Leave

A. Alternative Sick Leave Program

Notwithstanding the provisions of Article 8.D. of the contract, to the contrary, the following provisions shall apply to any employee who was hired prior to January 1, 2002 and who was also hired with a condition of employment being eligible for a sick leave program of up to 90 days per year at full pay and up to an additional 90 days at half pay.

1. On January 1 of each year there shall be established a pool of sick days for these above described employees to utilize. The pool shall contain a number of sick days based upon the following formula: Number of employees eligible for this program times 135 days. For example: If on January 1 there are 25 employees for this alternative sick leave program, the number of days in the pool for that year would be 25 employees times 135 or 3,375 days.
2. Whenever any eligible employee leaves the employ of the Township, the formula will be revised by one employee. Thus, with the above example, if two employees left in 2002, the formula will be revised in 2003 to be: 23 employees' times 135 sick days, or 3,105 sick days.
3. Each eligible employee will deplete the pool of any sick day utilized. The first 90 days utilized by any one employee will deplete the pool on a one-for-one basis. After an eligible employee has utilized 90 sick days in a calendar year, the pool shall be depleted by $\frac{1}{2}$ day for every day out sick.
4. Eligible employees will be paid for up to 90 sick days at full pay and up to an additional 90 days at $\frac{1}{2}$ pay.
5. It is understood that when all eligible employees have left the employ of the Township, this program shall cease.

B. Sick Leave Cash In Upon Retirement

Notwithstanding the provisions of Article 8.D. of the contract, to the contrary, any mechanic or PEO who was hired and had as a condition of employment the right to cash in unused sick days upon retirement, may so cash in those sick days that were earned and unused prior to January 1, 2002, provided that the are still unused at the time of retirement. Unused sick days shall be cashed in as follows: $\frac{1}{2}$ of accumulated sick days upon retirement from PERS, not to exceed \$12,000. Any sick days earned in 2002 or thereafter will not be eligible to be cashed in upon retirement. Account balances for the mechanic and PEO who were hired with these terms of condition have been supplied to Town Hall.

For the Township of Maplewood:

Joseph F. Manning

Dated: *November 20, 2009*

For the Communications Workers of America, Local 1031:

Kathleen Standy

Dated: *November 20, 2009*

Attachment A

Maplewood Township Titles

Please note that the titles listed are represented by CWA. Some titles may not be in use and new titles may be created. Management and CWA will discuss if new titles should be included in CWA. The following titles are in alphabetical order.

Salary Ranges

Title	Minimum	Maximum
Account Clerk / PT	\$18,001	\$33,000
Administrative Assistant	\$18,001	\$33,000
Auto Mechanic	\$48,001	\$63,000
Cashier	\$18,001	\$33,000
Cashier / PT	Hourly	Hourly
Code Enforcement Official	\$33,001	\$48,000
Community Service Officer (CSO)	\$33,001	\$48,000
Crossing Guard	Hourly	Hourly
Custodian	\$18,001	\$33,000
Head Custodian	\$48,001	\$63,000
Housing Inspector	\$18,001	\$33,000
Housing Inspector / PT	Hourly	Hourly
Jitney Driver / PT	Hourly	Hourly
Office Assistant / PT	Hourly	Hourly
Office Assistant I	\$3,000	\$18,000
Office Assistant II	\$18,001	\$33,000
Office Assistant III	\$18,001	\$33,000
Pool Maintenance Worker	\$33,001	\$48,000
Program Supervisor	\$33,001	\$48,000
Program Supervisor / PT	Hourly	Hourly
Building Attendant / PT	Hourly	Hourly
Secretary	\$18,001	\$33,000
Secretary / PT	Hourly	Hourly
Senior Cashier	\$18,001	\$33,000
Tech. Assistant to Const. Official	\$33,001	\$48,000
Senior Program Supervisor	\$33,001	\$48,000
Violations Clerk	\$18,001	\$33,000