

1/1/22

AGREEMENT

BETWEEN

**TOWNSHIP OF FREEHOLD**

MONMOUTH COUNTY, NEW JERSEY

AND

**COMMUNICATIONS WORKERS OF AMERICA**

**CWA LOCAL 1075**

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JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

**TOWNSHIP OF FREEHOLD**

Township Committee

Anthony J. Ammiano

Thomas L. Cook

Maureen Fasano

Lester A. Preston, Jr.

Alan C. Walker

Township Administrator

Peter R. Valesi

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PREAMBLE

This Agreement entered into this \_\_\_\_day of \_\_\_\_\_, 2022, by and between the TOWNSHIP OF FREEHOLD, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the “Township”), and COMMUNICATIONS WORKERS OF AMERICA, CWA LOCAL 1075, with offices located at 142 State Route 35, Red Bank, New Jersey 07701 (hereinafter called the “Union”), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I  
RECOGNITION

The Township recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations for all full time blue collar employees employed by the Township's departments of Public Works and Public Utilities, but excluding supervisors, managerial executives, confidentials, police, fire and craft employees and all other Township employees.

Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II  
MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
4. To hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.

6. To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
8. The Township retains the right to subcontract any or all of the work performed by employees covered by this Agreement. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
9. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulation.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term “grievance” as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Township. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived in writing by mutual consent:

Step One

An employee or the Union on behalf of an aggrieved employee or employees of the Township shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter



informally. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The supervisor shall render a decision within seven (7) calendar days after receipt of the grievance.

#### Step Two

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within seven (7) calendar days after the answer at the first step, except that in disciplinary action grievances, the request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Department Head shall set a meeting within ten (10) calendar days after the request, or for such other time is mutually agreeable. Said second step meeting shall be between the Department Head and the Union representative, if requested by the grievant. The Department Head's answer to the second step shall be delivered to the Union within ten (10) calendar days.

#### Step Three

If the grievance is not resolved at Step Two, the Union may within ten (10) calendar days notify the Township Administrator that they wish to have him/her rule on the aggrieved matter. A meeting shall be set within thirty (30) calendar days after the Township Administrator has received the request that he rule on the matter. The answer of the Township Administrator (or his designee) at Step Three shall be delivered to the Union with ten (10) calendar days after said meeting.

#### Step Four

Should the Union be dissatisfied with the decision of the Township Administrator or his designee with respect to discipline matters, such person may file, where appropriate, for New Jersey Department of Personnel for review.

- (1) Minor disciplinary actions which do not involve suspension may not proceed past Step Two.

- (2) Minor disciplinary actions involving suspensions of five (5) days or less may not proceed past step Three.
- (3) Major disciplinary action involving suspension or fines in excess of five (5) days may proceed to the New Jersey Department of Personnel for review. Other grievances other than (1) and (2) above involving the interpretation, application or violation of this Agreement may proceed to arbitration as noted below.

D. Matters concerning grievances noted in (4) above may be pursued by the Union on behalf of an employee or group of employees if the Union is not satisfied with the result of Step Three by filing a demand for arbitration with the Public Employment Relations Commission and a copy to the Township within thirty (30) calendar days after receipt of the answer at Step Three of the Administrator or his designee.

- (1) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
- (2) The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
- (3) The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
- (4) Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
- (5) The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

E. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Union and its Attorneys in an earnest effort to adjust the differences between the parties.

ARTICLE IV

HOURS AND OVERTIME

- A. The normal working week shall consist of five (5) consecutive days, eight (8) hours per day, exclusive of a 30-minute unpaid lunch, for a total of forty (40) hours per week.
- B. Employees in the employ of the Township on May 23, 1990 who work on a five-day week operation will continue to work on a Monday through Friday schedule. Those employees who work on a seven-day week operation may be scheduled to work any five (5) consecutive days. Any employees hired by the Township after the aforementioned date, whether on a five-day or seven-day week operation, may be scheduled to work any five (5) consecutive days.
- C. All work performed in excess of forty (40) hours per week shall be considered overtime.
  - 1. Paid sick time, vacations, holidays and personal leave will count as time worked for the purposes of overtime.
  - 2. Scheduled Saturday or Sunday overtime work will be for a minimum of four (4) hours.
  - 3. For emergencies, employees working over twelve (12) hours of continuous overtime will be compensated thereafter at a rate of double the employee's regular straight-time pay.
- D. Employees working overtime will receive compensation at the rate of time and one-half (1-1/2) their regular straight time pay for each such hour worked. Hours worked on designated Thanksgiving, Christmas Day, New Year's Day, and/or Independence Day (July 4th) holidays will be compensated at double time the employee's regular straight-time pay in addition to the Holiday Pay entitlement. All other Holidays worked will be compensated at time and one half for hours worked, in addition to the regular holiday pay.
- E. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work and all employees shall be expected to work a reasonable amount of overtime when requested. Unless excused by the Township, employees scheduled to work who do not report for such work will be subject to discipline.

- F. There shall be no pyramiding of overtime.
- G. In times of emergency, all employees are subject to call unless they are on sick leave.
- H. Snow Plowing will be paid in accordance with the Township Policy on Snow Removal dated 12-05-2005. Revised 09-19-08.
- I. Management will not routinely perform bargaining unit work and, if outside normal working hours, will endeavor to call in appropriate employee(s) to perform the work. The parties understand that certain emergency situations, immediate remedial actions for public safety, timeframe for response, availability of personnel, are all mitigating factors that may require call-ins to be performed outside of this practice, but this will not be abused to avoid a call-in opportunity for bargaining unit members.

ARTICLE V

HOLIDAYS

- A. The following holidays shall be recognized:
1. New Year's Day
  2. Martin Luther King's Birthday
  3. Lincoln's Birthday
  4. Presidents' Day
  5. Good Friday
  6. Memorial Day
  7. Independence Day
  8. Labor Day
  9. Columbus Day
  10. General Election Day
  11. Veterans' Day
  12. Thanksgiving Day
  13. Day after Thanksgiving
  14. Christmas Day
- B. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday. Holidays falling on a Sunday shall be celebrated on the following Monday.
- C. During December of each year, the Township will designate in writing the holidays to be observed in the following calendar year. The Township may designate any of the following holidays as floating holidays: Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Columbus Day, Election Day and Veterans' Day. An employee may elect to use a floater on the observed day of such holiday provided he gives not less than seventy- two (72) hours' notice in writing and receives the prior approval of his supervisor.

D. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Township under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work immediately preceding and immediately following the holiday shall furnish a medical certificate for such absence.

ARTICLE VI

VACATIONS

- A. New Employees will receive one working day of vacation for each month of service, including the month they are hired. Beginning January 1st of the following year, each employee will receive twelve (12) working days of vacation per year. On January 1st of the year each employee reaches one of the anniversary dates listed below, the number of annual allotted vacation days will be increased to the corresponding threshold shown below:

5th Anniversary	15 Vacation Days
10th Anniversary	16 Vacation Days
15th Anniversary	19 Vacation Days
20th Anniversary	22 Vacation Days

- B. Vacation entitlements are to be determined as of January 1st of each year, as set forth in Section A. above.
- C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his/her choosing unless the Township determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Township, may be carried forward only into the first quarter of the next succeeding year.
- D. Each employee shall be entitled to use a vacation day as a vacation day as an “emergency” two (2) times during the year. This shall be similar to the way an employee may use their personal days in the event of an unforeseen circumstance. These “emergencies” may result in using a full vacation day if the entire day is needed off or a half of a vacation day if only the morning or afternoon is needed off. In any event, only two (2) “emergencies” shall be permitted per year for use of the employee’s allotted vacation days. This policy has no bearing on an employee’s use of personal days in any way.



ARTICLE VII  
PERSONAL DAYS

A. Each full-time employee covered by this Agreement shall receive personal days at eight (8) hours straight time during each year of this Agreement as follows:

After one (1) to nine (9) months inclusive	1 day
After nine (9) through twelve (12) months inclusive	2 days
Calendar year after 1st anniversary of employment	3 days

B. Personal days must be taken in whole days only.

C. Personal day entitlements are to be determined as of January 1st of each year.

D. Requests for such personal days are subject to the approval of the employee's supervisor and will be made in writing to the supervisor, not less than seventy-two (72) hours in advance of the day, except in cases of emergency.

ARTICLE VIII

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon a member of the immediate family who is seriously ill. Use by an employee of sick leave because of employee's immediate family will not affect the employee's evaluation.
3. For the purpose of the Article, immediate family means spouse, parent and child and child of the employee. It shall also include relatives of the employee residing in the employee's household.
4. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except if such termination is for retirement under the Public Employees Retirement System after not less than ten (10) years of service with the Township.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
  - a. Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
  - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
  - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence of any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
  - b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. ACCUMULATED SICK LEAVE UPON RETIREMENT

After ten (10) years of service with the Township and upon retirement under the Public Employees Retirement System, an employee shall be paid for one half (1/2) of his/her accumulated unused sick leave not to exceed fifteen thousand dollars (\$15,000.00).

Employees hired after July 1, 2017 shall receive no payment for unused sick leave upon retirement.

ARTICLE IX

BEREAVEMENT LEAVE

Bereavement Leave

- A. Up to three (3) consecutive work days of leave without loss of regular straight time pay shall be granted to an employee in the event of a death of a member of the employee's immediate family. For the purpose of this Article, immediate family shall mean father, step-father, mother, step-mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, step-child, foster child, sister, step-sister, brother or step-brother of the employee. It shall also include relatives of the employee residing in the employee's household. No banking of bereavement time is permitted. Bereavement Leave must be utilized on or about the time of death or funeral or it is forfeited.
- B. The employee shall submit in writing a request for the aforementioned bereavement leave prior to the leave being approved and shall furnish proof of death in the immediate family.
- C. The employee may also, if needed, request to utilize accumulated sick time for additional time with prior Department Head approval.

ARTICLE X

HOSPITALIZATION AND LIFE INSURANCE

A. Phase-in Period

1. This Article will be consistent with Chapter 78 of the Laws of 2011 adopted by the New Jersey Legislature (hereinafter “the Law”) as a standard for these adopted fully bargained provisions concerning Group Health Benefits. The parties further agree that if Chapter 78 is significantly changed or altered, the parties will meet to discuss the impact.
2. This Article will apply to all aspects of medical care benefits, including prescription, dental, and hospitalization. In conjunction with the Law, all participating members will be required to pay a premium contribution toward their health coverage. These contributions shall be in accordance with the chart in Appendix A of this contract.

B. Health Benefit Contribution Schedules

1. The percent of the premium contribution for all employees will be multiplied by the total premium due for each employee and deducted from base salary, as set forth in the Law and enumerated in Appendix A.

C. Plans

1. 1. All employees hired prior to 1/1/22 shall be able to participate in any Township Plans that use the “Direct Access” Network, or other plans that the Township, at their discretion, may choose to additionally provide at a later date and specifically permit enrollment for members of this bargaining unit. Members of this bargaining unit, effective 1/1/22, will not be able to remain in, or enroll in, the Blue Card PPO Plan (referred to as Plan PPO-04), and will be moved to a Direct Access Plan of their choice.

2. For all employees hired after 1/1/22, they shall be enrolled in the Direct Access 20/35 plan (Plan Design 7C) offered by the Township, or be able to enroll in other plans that the Township, at their discretion, may choose to additionally provide at a later date and specifically permit enrollment for members of this bargaining unit that were hired after 1/1/22. Members hired after 1/1/22 will not be able to enroll in the Direct Access 6 or Direct Access 8 plans or the Blue Card PPO Plan.

D. Accidental Death & Disability

1. The Township will continue to provide for each member of the Department the current group accidental death and disability coverage for the life of this Agreement. The aforementioned coverage shall not be less than ten thousand (\$10,000.00) dollars.

E. Health Benefits – Retirees

Benefits shall be extended to retirees and their current spouse at their time of retirement subject to the provisions below. Payment for such benefits shall be in accordance with the percentage responsibilities as a function of the pension benefit, calculated at the appropriate level using the tables governing employment health benefits. Any employee who had attained 20 years in the PERS Pension system as of June 28, 2011 is exempt from the cost sharing payments, as stated in PL 2011, Chapter 78.

1. For Employees hired after 1/1/2010 but before 6/30/2017, the benefits extended to retirees and their spouses shall cease individually, upon each individual attaining eligibility for Medicare.
2. For employees hired after 7/1/2017, the benefits extended to a retiree and their spouses shall be subject to a cost share of 35% of the premium, but not to exceed 15% of the retiree's annual pension benefit, until the coverage ceases individually, upon the retiree and their spouse attaining eligibility for Medicare.

F. Change in Benefits

1. The Township may, at its option, change health benefit plans and carriers so long as substantially similar benefits are provided. The Township will provide the CWA with at least thirty (30) days advance written notice along with a copy of the plan prior to implementing any change of plans or carriers.



ARTICLE XI

PENSION PLAN

The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employee's Retirement System of New Jersey in effect at signing of Agreement.

## ARTICLE XII

### UNIFORMS

- A. The Township shall continue to provide uniforms or uniform service and work shoes without cost to the individual employee. The uniform issue will be as determined by the Township. The cost of uniform cleaning will be assumed by the individual employee.
- B. Employee must report to work in uniform and will be subject to discipline for failing to do so.
- C. Footwear must be in good condition and maintained throughout the year. Failure to wear proper shoes will result in being sent home without pay, or disciplinary action for multiple issues.  
Employees will satisfy the requirement to have OSHA compliant boots in one of the following ways:
  - 1. Employees will receive a \$300.00 annual stipend to purchase work boots that must comply with OSHA standard safety toe and soles. Footwear must be in good condition and maintained throughout the year. Failure to wear proper shoes will result in being sent home without pay, or disciplinary action for multiple issues.
  - 2. Employees may purchase their own boots, showing proof of ownership and a valid purchase receipt matching their work boots. Proof of ownership may require a portion of the box or other confirmation that the boots meet OSHA standards.  
Reimbursement shall be in accordance with Township purchasing guidelines and approved on a bills list.
  - 3. Employees may continue to receive their boots as supplied by the Township under previous agreements, and consistent with other departments.

ARTICLE XIII

SALARIES, CERTIFICATION AND LICENSES

Salaries shall be paid to employees in the amounts shown in Appendix B of this contract for the specific tier levels assigned to their assigned civil service title.

For promotions, the minimum Grade level for the new title shall be applied when determining salary, provided that the new grade provides for a minimum 4.0% increase in salary for the promotion, should the minimum Grade not meet the 4.0% criteria, the employee will be assigned the grade that exceeds the 4.0% increase and shall advance from there in succeeding years.

For lateral moves to a new title, the minimum Grade level for the new title shall be applied when determining salary, provided that the new grade provides for a minimum 2.5% increase in salary for the promotion, should the minimum Grade not meet the 2.5% criteria, the employee will be assigned the grade that exceeds the 2.5% increase and shall advance from there in succeeding years.

An employee, who does not hold a Civil Service recycling title, that is assigned to the Recycling Center to work the Tuesday through Saturday shift for more than four weeks shall be entitled to an annual stipend of \$2,500, paid in pay-period installments. The stipend payments shall cease one-month after the employee is assigned out of the Center.

Licenses shall correspond to the following schedules:

	<u>2017-2021</u>
C-1	\$525
C-2	\$625
C-3	\$1,075
W-1	\$525
W-2	\$625
W-3	\$1,075
W-4	\$1,375
T-1	\$1,225
T-2	\$1,750
T-3	\$1,900
T-4	\$2,450
CDLA	\$1,250.00
CDLB	\$750.00

Mechanics who satisfactorily complete and pass the examination for each of eight (8) ASE Certifications or Re-Certifications will be reimbursed for the fee for taking these examinations upon each successful completion.

#### CDL Requirements

All employees must obtain their CDL to maintain employment with the Township. If an employee is hired without a CDL, they must apply for their CDL within thirty (30) days of employment, and obtain their license within one-hundred twenty (120) days of employment. Failure to do so will be grounds for termination. If more time is required to obtain the CDL license, that extension may be granted at the sole discretion of the Township Administrator, who may withhold granting such extension for any reason, or no reason at all.

Medical exceptions for not obtaining a CDL must be confirmed by the State of New Jersey, Motor Vehicle Commission, that the medical issue is one that specifically

precludes the employee from obtaining a Commercial Driver's License, but does not preclude the employee from holding a valid State of New Jersey Driver's License. Any discipline, up to and including termination with respect to this section, will be performed in accordance with Civil Service Guidelines.

ARTICLE XIV

CALL-IN-PAY

- A. Employees who are called in to work after having left the premises of the Township, at a time not contiguous to the employee's regular work time, will receive a minimum of two (2) hours pay at the rate of time and one-half (1 ½) for work performed during the call-in for the first such call and pay for actual time worked at time and one-half (1 ½) for any additional calls within a two (2) hour period.
- B. An employee called in to work under the circumstances noted in Section A above on designated New Year's Day, July 4th, Thanksgiving and Christmas holidays will receive compensation for a minimum of three (3) hours pay at a rate of double time the employee's regular straight-time pay in addition to the Holiday Pay entitlement.
- C. The minimum call-in pay noted in Sections A and B above will not apply to individuals who are on standby.
- D. Utilities Department Stand By workers shall be paid a minimum of 1.5 hours (at time and one-half) for the first call out of their stand-by shift. Subsequent calls for service in the same shift shall be paid at actual time worked (also at time and one-half).

ARTICLE XV

STANDBY PAY AND EMERGENCY RESPONSE PAY

Employees in the Department of Public Utilities who are required to standby for possible work assignments will be paid the equivalent of three and one-half (3 ½) hours at straight time.

Employees of all departments covered by this agreement shall receive emergency response pay that will be provided to employees in the following manner:

For employees that have seventeen (17) years or more of service with the Township shall have an amount equal to the annual stipend, for that corresponding year for which they achieve 17 years, added as a one-time increase to their base pensionable salary, beginning in the calendar year in which seventeen years of service is attained:

2022 though 2026      \$3,000

For employees that have less than 17 years of pensionable service, the following stipends will be paid on the following dates during the year:

2022 though 2026      \$3,000

50% of the stipend shall be paid on November 15 to all eligible employees.

50% of the stipend shall be paid on March 15 to all eligible employees who have responded to no less than 75% of the qualifying active call outs for emergency response, whether or not the absences were excused or unexcused, to be calculated by dividing the number of attended calls divided by the number of total qualifying calls.

Employees hired between November 15 and March 15 in any calendar year, and who have made 75% of the calls for the time that they have been employed, will receive the March 15<sup>th</sup> payment of 50% of the annual stipend.

- A. The following list of circumstances for personnel, during an emergency, shall not count toward the calculation of either total number of calls or calls to which the employee responded.
  - 1. Scheduled vacations, approved by the Township in advance of the season;
  - 2. Employees currently out of work for a workman's compensation claim, provided that they are not available for a modified duty that can be utilized in the emergency.
  - 3. Extenuating circumstances, that in the opinion of the Township, clearly distinguishes the absence as unavoidable. Use of these circumstances are at the sole discretion of the Township and cannot be subject to grievance by the individual or the union.
  
- B. For winter periods from November through March that have less than four (4) call outs, the Township in its sole discretion, may waive or change the attendance requirements of this section with respect to the March portion of the stipend for any individuals or for the entire bargaining unit.



ARTICLE XVI

ELIMINATION OF LONGEVITY PAY

Beginning January 1, 2018, the following amounts will be added to pensionable base pay for the corresponding employee dates of hire in lieu of longevity pay:

Longevity Elimination Stipend		
Hire Date		
From	To	
Prior to	12/31/1997	\$3,150
1/1/1998	12/31/1999	\$2,950
1/1/2000	12/31/2001	\$2,850
1/1/2002	12/31/2004	\$2,650
1/1/2005	12/31/2005	\$2,450
1/1/2006	12/31/2006	\$2,350
1/1/2007	12/31/2007	\$2,250
1/1/2008	12/31/2008	\$2,150
1/1/2009	12/31/2011	\$2,000
After 1/1/2012		\$0

ARTICLE XVII

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slow down, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, support any such action by any other employee or group of employees of the Township and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such steps as may be necessary under the circumstances to bring about compliance with the Union's order.
- D. In the event of a strike, slow down, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.
- E. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XVIII

AGENCY SHOP AND DUES CHECK-OFF

The Township agrees to deduct from the earnings of all employees covered under this Agreement the amount of dues , and initiation fee (if any) as set forth in writing by the Union. Said monies, together with the names of the employees for whom the deductions were made, shall be paid by check to the Union following each pay period in which the deductions were made.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thereof at least thirty (30) days in advance.

The Union will provide the necessary “Check-off Authorization” form, will secure the signature of its members on the forms, and will deliver the signed forms to the Finance Office.

The parties acknowledge their obligations set forth in the New Jersey Workplace Democracy Enhancement Act and agree to comply with those obligations.

The Union shall indemnify, defend and hold 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 salary deduction authorization cards as furnished by the Union to the Township.

The Township and Union shall adhere to the provisions of the New Jersey Workplace Democracy Enhancement Act of 2018 (WDEA) incorporated into the New Jersey Employer-Employee Relations Act under Chapter 13A.

Pursuant to the WDEA (N.J.S.A. 34:13A-5.13(b)(3) and (c)), the requirements include, but are not limited to, providing the union notice of newly hired negotiations unit employees within ten (10) days of hiring and access to meet with such new hire(s) within thirty (30) calendar days of hiring without loss of pay or leave time. Additionally, every 120 days information for all negotiations unit employees will be provided to the union pursuant to N.J.S.A. 34:13A-5.13(c) This applies to all regular full-time and part-time employees who perform negotiations unit work. Pursuant to N.J.S.A. 34:13A-5.15, negotiations unit work is defined as work that is performed by any employees who are included in the union, without regard to job title, job classification, or number of hours worked, except confidential employees, managerial executives under N.J.S.A. 34:13A-3 or ., casual employees (those who work an average of fewer than four hours per week over a period of 90 days), who are excluded from the negotiations unit.

Such roster reports are to be provided every 120 days, in an EXCEL sheet and include contact information including name, title, date of hire, home address, home and/or cellphone number, work email and any personal email on file with the employer.

ARTICLE XIX

EMERGENCIES

A. Snow Emergencies

Qualified employees of the Township will be called in on snow emergencies as they are able to be contacted so that such employees can commence their work in or about the time that outside contractors are working.

B. Meal Allowance

Meal allowance in all emergencies will be as follows:

- |    |           |         |
|----|-----------|---------|
| 1. | Breakfast | \$18.00 |
| 2. | Lunch     | \$18.00 |
| 3. | Dinner    | \$18.00 |

ARTICLE XX

PROBATIONARY EMPLOYEES

- A. Newly hired employees will be regarded as probationary employees for the first six (6) months of employment.
- B. During the newly hired employee's probationary status, the Township may discipline, including discharge such employee and such discipline or discharge shall not be subject to the grievance procedure.
- C. The discipline or discharge of a probationary employee may not be challenged by the Union and such employee shall have no recourse to the grievance procedure.

ARTICLE XXI

SENIORITY

Seniority for the purposes of this Agreement is defined as the total length of continuous service within the Township commencing with the last date of hire. In the event of a layoff by the Township, such layoff will be in the inverse order of seniority, provided the more senior employee has the skill, ability and physical fitness to perform the required work.

ARTICLE XXII

OPENINGS AND PROMOTIONS

- A. Whenever a job opening or vacancy occurs within the bargaining unit, notice shall be posted on a bulletin board in the Automotive, DPW and Public Utility Departments for a period of ten (10) calendar days.
- B. Consideration for filling a job opening or vacancy will be made on the basis of skill, ability, experience and licenses if applicable. Seniority will be a factor in the selection.

ARTICLE XXIII

PERSONNEL FILES

- A. An employee may examine his personnel file during regular business hours, provided a request for such examination has been made in advance and approved by the Township Administrator and further provided that there is no disruption of the employee's work duties.
- B. An employee may request copies of documents in his personnel file. In the event the employee disagrees with information contained in his personnel file, the employee may submit a written statement regarding any alleged inaccuracy within ten (10) calendar days after examination of the file and such statement will be included in the employee's personnel file.



ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms 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 of the 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 XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022 and shall effect to and including December 31, 2026 without any re-opening date. Any economic changes in this Agreement shall apply only to those employees on the payroll of the Township on January 1, 2022. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2022,

COMMUNICATIONS WORKERS  
AMERICA, CWA LOCAL 1075

TOWNSHIP OF FREEHOLD

\_\_\_\_\_  
Thomas Fagan, VP, Local 1075

\_\_\_\_\_  
Peter R. Valesi, Township Administrator

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Sanabel Abouzeina, Township Clerk

APPENDIX A

The following contribution schedules shall be used for employee contributions in accordance with Article X of this agreement.

Individual Coverage			Member/Spouse or Member/Child Coverage			Family Coverage		
From	To		From	To		From	To	
\$ -	\$19,999	4.50%	\$ -	\$24,999	3.50%	\$25,000	\$29,999	4.00%
\$20,000	\$24,999	5.50%	\$25,000	\$29,999	4.50%	\$30,000	\$34,999	5.00%
\$25,000	\$29,999	7.50%	\$30,000	\$34,999	6.00%	\$35,000	\$39,999	6.00%
\$30,000	\$34,999	10.00%	\$35,000	\$39,999	7.00%	\$40,000	\$44,999	7.00%
\$35,000	\$39,999	11.00%	\$40,000	\$44,999	8.00%	\$45,000	\$49,999	9.00%
\$40,000	\$44,999	12.00%	\$45,000	\$49,999	10.00%	\$50,000	\$54,999	12.00%
\$45,000	\$49,999	14.00%	\$50,000	\$54,999	15.00%	\$55,000	\$59,999	14.00%
\$50,000	\$54,999	20.00%	\$55,000	\$59,999	17.00%	\$60,000	\$64,999	17.00%
\$55,000	\$59,999	23.00%	\$60,000	\$64,999	21.00%	\$65,000	\$69,999	19.00%
\$60,000	\$64,999	27.00%	\$65,000	\$69,999	23.00%	\$70,000	\$74,999	22.00%
\$65,000	\$69,999	29.00%	\$70,000	\$74,999	26.00%	\$75,000	\$79,999	23.00%
\$70,000	\$74,999	32.00%	\$75,000	\$79,999	27.00%	\$80,000	\$84,999	24.00%
\$75,000	\$79,999	33.00%	\$80,000	\$84,999	28.00%	\$85,000	\$89,999	26.00%
\$80,000	\$94,999	34.00%	\$85,000	\$99,999	30.00%	\$90,000	\$94,999	28.00%
\$95,000	and over	35.00%	\$100,000	and over	35.00%	\$95,000	\$99,999	29.00%
						\$100,000	\$109,999	32.00%
						\$110,000	and over	35.00%

APPENDIX B  
SALARY TIER CHART

	1.75%	3.00%	2.00%	3.00%	2.25%		1.75%	3.00%	2.00%	3.00%	2.25%
<u>STEP</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>STEP</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
1						39	53,402	55,004	56,104	57,787	59,087
2						40	53,888	55,504	56,614	58,312	59,624
3						41	54,374	56,005	57,125	58,838	60,161
4						42	54,860	56,505	57,635	59,364	60,699
5						43	55,346	57,006	58,146	59,890	61,237
6	37,257	38,374	39,141	40,315	41,222	44	55,832	57,506	58,656	60,415	61,774
7	37,743	38,875	39,652	40,841	41,759	45	56,318	58,007	59,167	60,942	62,313
8	38,229	39,375	40,162	41,366	42,296	46	56,804	58,508	59,678	61,468	62,851
9	38,715	39,876	40,673	41,893	42,835	47	57,290	59,008	60,188	61,993	63,387
10	39,309	40,488	41,297	42,535	43,492	48	57,776	59,509	60,699	62,519	63,925
11	39,795	40,988	41,807	43,061	44,029	49	58,262	60,009	61,209	63,045	64,463
12	40,281	41,489	42,318	43,587	44,567	50	58,748	60,510	61,720	63,571	65,001
13	40,767	41,990	42,829	44,113	45,105	51	59,234	61,011	62,231	64,097	65,539
14	41,253	42,490	43,339	44,639	45,643	52	59,720	61,511	62,741	64,623	66,077
15	41,739	42,991	43,850	45,165	46,181	53	60,206	62,012	63,252	65,149	66,614
16	42,225	43,491	44,360	45,690	46,718	54	60,692	62,512	63,762	65,674	67,151
17	42,711	43,992	44,871	46,217	47,256	55	61,178	63,013	64,273	66,201	67,690
18	43,197	44,492	45,381	46,742	47,793	56	61,664	63,513	64,783	66,726	68,227
19	43,683	44,993	45,892	47,268	48,331	57	62,150	64,014	65,294	67,252	68,765
20	44,169	45,494	46,403	47,795	48,870	58	62,636	64,515	65,805	67,779	69,304
21	44,655	45,994	46,913	48,320	49,407	59	63,122	65,015	66,315	68,304	69,840
22	45,141	46,495	47,424	48,846	49,945	60	63,608	65,516	66,826	68,830	70,378
23	45,627	46,995	47,934	49,372	50,482	61	64,094	66,016	67,336	69,356	70,916
24	46,113	47,496	48,445	49,898	51,020	62	64,580	66,517	67,847	69,882	71,454
25	46,599	47,996	48,955	50,423	51,557	63	65,066	67,017	68,357	70,407	71,991
26	47,085	48,497	49,466	50,949	52,095	64	65,552	67,518	68,868	70,934	72,530
27	47,571	48,998	49,977	51,476	52,634	65	66,038	68,019	69,379	71,460	73,067
28	48,057	49,498	50,487	52,001	53,171	66	66,524	68,519	69,889	71,985	73,604
29	48,543	49,999	50,998	52,527	53,708	67	67,010	69,020	70,400	72,512	74,143
30	49,029	50,499	51,508	53,053	54,246	68	67,496	69,520	70,910	73,037	74,680
31	49,515	51,000	52,020	53,580	54,785	69	67,982	70,021	71,421	73,563	75,218
32	50,001	51,501	52,531	54,106	55,323	70	68,468	70,522	71,932	74,089	75,756
33	50,487	52,001	53,041	54,632	55,861	71	68,954	71,022	72,442	74,615	76,293
34	50,973	52,502	53,552	55,158	56,399	72	69,439	71,522	72,952	75,140	76,830
35	51,459	53,002	54,062	55,683	56,935	73	69,925	72,022	73,462	75,665	77,367
36	51,944	53,502	54,572	56,209	57,473	74	70,411	72,523	73,973	76,192	77,906
37	52,430	54,002	55,082	56,734	58,010	75	70,897	73,023	74,483	76,717	78,443
38	52,916	54,503	55,593	57,260	58,548	76	71,383	73,524	74,994	77,243	78,980

APPENDIX B (CONT.)

TIER CHART ASSIGNMENTS PER CIVIL SERVICE TITLE

Name	Starting Grade 2022
Asciutto, Christopher	30
Boyd, Sean M.	53
Carr, Kevin	16
Caruso Jr., Brian J	14
Cilento, Louis	57
Dellechiaie, Anthony	42
Downs, Matthew	6
Ferraioli, Anthony	6
Florkowski, Robert	52
Henry, John	50
McRae, Stephen	34
Mezzacappa, Frank P.	41
Minenna, Jonathan M	6
Morgan, Christopher	14
New Employee 1	6
New Employee 2	6
New Mechanic	48
New Mechanic Helper	25
Parkes, Michael	6
Parkin, Eric	60
Sadlowski, Kenny	17
Schiefelbein, Michael	51
Schwab, Matthew E.	51
Shaw, Michael	10
Soma, Rudy	26
Thompson, Richard	54
Urban Jr., Robert M.	56
Wohlrab, Eric	22

**STEP NOTES**

1. Steps shall progress to the above steps on January 1, 2022
2. Automatic Step advancement on January 1 for years 2024 and 2026
3. No automatic step advancement for years 2023 and 2025
4. Employees in the Equipment Maintenance and Repair Department receive step increases every year of contract due to the lack of civil service titles for Mechanic Titles.

APPENDIX B (CONT.)

EFFECTIVE TITLES AND STARTING TIER LEVEL

Laborer 1	6
PWR	8
Sewer/Water Rep 1	14
Road Rep 1	16
Laborer 2 / SW Rep 2	22
Sewer rep 3/Water Rep 3	25
Mason Helper	24
Mech Help	25
Recycling Operator	30
Road Repairer 2	28
Mech help-Tr Driver	28
Mason	30
Road Repairer 3	34
Motor Broom	33
Sr Mason	38
Asst WTPO	35
equipment Operator	41
WTP Operator	42
Sew Rep 1 / wtr rep 1/ WTPO	45
MBO - PWR / SR Rec Oper	46
Mechanic	48
Senior PW Repairer	51
SR WTPO	51
Laborer 3	54
Mechanic/Welder	54
SR Mechanic	59
Sew Rep 2 / Wtr Rep 2 / Sr WTP	68
Sew Rep 2 / Wtr Rep 3	25

ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022 and shall effect to and including December 31, 2026 without any re-opening date. Any economic changes in this Agreement shall apply only to those employees on the payroll of the Township on January 1, 2022. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 1 day of Feb., 2022,

COMMUNICATIONS WORKERS  
AMERICA, CWA LOCAL 1075

Thomas Fagan  
Thomas Fagan, VP, Local 1075

James Caliendo

Christopher Asunta

TOWNSHIP OF FREEHOLD

Peter R. Valesi  
Peter R. Valesi, Township Administrator

ATTEST:

[Signature]

ATTEST:

[Signature]  
Sanabel Abouzeina, Township Clerk