

## CWA CONTRACT

This Agreement entered into this 28 day of June, 2016, and amended the Agreement entered into on February of 2012 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 Agency Shop & Dues Check Off**

- A. The Township agrees to deduct the CWA monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the CWA and the aggregate deductions of all employees shall be remitted to the Treasurer of the CWA together with a list of names of all employees for whom deductions were made once per month.
- B. An employee in the bargaining unit on the effective date of this Agreement who does not join the CWA within thirty (30) days thereafter, any new employee who does not join the CWA within thirty (30) days of initial employment within the unit, and any

employee previously employed within the unit who does not join within thirty (30) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the CWA by automatic payroll deduction. The representation fee shall be in an amount up to 85% of the regular CWA membership dues, fees and assessments as certified to the Township by the CWA.

- C. The CWA shall establish and maintain a demand and return system in accordance with N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6.
- D. The CWA agrees that it has established a procedure by which a non-member employee can challenge the assessment as in N.J.S.A. 34:13A-5.6.
- E. The CWA shall indemnify and hold the Township harmless against any and all claims, demand, suits and 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 provision. The CWA shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Township shall have no obligation to defend this provision, but shall cooperate with the CWA in defending this provision.

### **Article 3 Non-Discrimination**

The Township agrees that it will not discriminate against any employee on the basis of race, color, creed, national origin, age, gender, disability, sexual preference, marital status, union membership, union activity, political affiliation and other protected classes by law, or any other criterion prohibited by law.

### **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. Parking Enforcement Officers - 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. Maplewood Township will consider seniority for shift changes, job opportunities, and when extra hours are available.
- E. Evening shift Jitney Drivers are required to wait at least 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:** The Township shall establish a Family and Medical Leave Policy in accordance with State and Federal laws. To the extent permitted by law, paid leave time must be used concurrently with the leave that qualifies under the Family and Medical Leave Act and/or the New Jersey Leave Act. Employees must substitute and utilize other forms of paid leave while they take a leave that qualifies under the forgoing statutes.
- 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 week in advance. Upon returning to work, the employee shall turn over to the Township their per diem for each day of jury service.

**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.
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. Sick days shall be used for the employee's own illness, injury or disability. An employee may use up to five (5) of the allotted sick days per calendar year for well visits to the doctor or for the care of an immediate family member. For the purpose of this Article, immediate family member shall include wife, husband, daughter, son, stepdaughter, stepson, registered domestic partner, or a person with whom the employee is living in a spousal relationship. In order for an employee to take sick leave for the care of a person with whom they share a spousal relationship, the employee must have notified the Township Administrator in writing in advance of the leave the name of the person and the fact that this person lives in the home with the employee in a spousal relationship.
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.

**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 ten (10) vacation days.
  - c. Beginning with the fifth calendar year and through the seventh calendar year of continuous employment, employees shall receive twelve (12) vacation days.
  - d. Beginning with the eighth calendar year and through the tenth calendar year of continuous employment, employees shall receive fifteen (15) vacation days,
  - e. Beginning with the eleventh calendar year and through the fifteen calendar year of continuous employment, employees shall receive seventeen (17) vacation days.
  - f. Beginning with the sixteenth calendar year and through the twentieth calendar year of continuous employment, employees shall receive nineteen (19) vacation days.
  - g. Beginning in the twenty-first 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 1<sup>st</sup> 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 1<sup>st</sup> 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. Each Department Head will determine the necessary coverage for each 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.

#### **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 1<sup>st</sup> of any calendar year shall not receive an annual increase until the January after they have completed their first year of employment. For example, an employee hired on September 15, 2016 would not receive an annual increase until January 1, 2018.

- B. Increases in wages for full-time employees shall be provided as follows:
1. January 1, 2016 - 2%
  2. January 1, 2017 - 2%
  3. January 1, 2018 - 2.25%
  4. January 1, 2019 - 2.5%
- C. Part-time employees increases in wages shall be provided as follows:
1. January 1, 2016 - \$ .35 per hour
  2. January 1, 2017 - \$ .35 per hour
  3. January 1, 2018 - \$ .35 per hour
  4. January 1, 2019 - \$ .35 per hour
- D. Salary minimums will increase by \$500 in 2016, 2017, 2018 and 2019 for all full-time employees who work 35 hours a week or more. These titles have been identified on the Maplewood Township Titles page at the back of the contract. Any employee who is making the minimum will receive the \$500 increase or the negotiated raise, whichever is greater. In no instance will an employee have their minimum increased and receive the negotiated raise.
- E. 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.
- F. Overtime for Mechanics shall be paid as indicated in paragraph C above. Overtime distributions for Mechanics 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.
- G. If Mechanics are called in to work on New Years Day, the 4<sup>th</sup> of July, Thanksgiving Day or Christmas Day, they will earn double time for the hours worked.
- H. A Meal Allowance for Mechanics who work overtime in emergencies shall be provided. The Mechanics will be reimbursed \$8.00 for breakfast, \$10.00 for lunch and \$12.00 for dinner.

- I. Effective January 1, 2016, Custodians will receive a \$1500 increase to their base pay in recognition of the current market rates for this job. They will not receive the 2% increase referenced in section B of this Article for 2016.
- J. If a Mechanic is recalled to duty, the Mechanic 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 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 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.

#### **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 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 14 Uniforms and Tool Allowance**

- A. Parking Enforcement Officers (PEO), and full-time Community Service Officers (CSO) shall receive the same 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 PEO's will be required to purchase all replacement items from a clothing allowance of \$400 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 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 shorts.
- 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, 2016, each shall receive an annual \$400 clothing maintenance allowance in November of each year. Beginning 2012, Mechanics shall receive a tool allowance of \$300 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 15 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 16 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 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 17 Part-Time Employees**

- A. Part-time employees hired prior to May 22, 2002 and who currently receive holidays and/or other leave time will continue to accrue this time pursuant to the employee's leave schedule in effect prior to May 22, 2002. Part-time employees hired after May 22, 2002 are not eligible for the holidays or other leave time unless specifically provided elsewhere in this contract.
- B. Part-time employees hired prior to May 22, 2002 and who currently receive employer paid health benefits or longevity payments will continue to receive such benefits in effect prior to May 22, 2002. Part-time employees hired after May 22, 2002 are not eligible for employer paid health benefits or longevity payments unless specifically provided elsewhere in this contract.
- C. 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.
- D. Crossing Guards will receive up to four (4) days pay for school break, per school year. This provision is effective January 1, 2009. These days shall include Thanksgiving, the day after Thanksgiving, and the following two holidays: Martin Luther King Day and Presidents 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.
- E. Part-time employees shall receive five (5) prorated days off for sick or vacation use per calendar year. These days must be used in the calendar year they are earned.
- F. Jitney Drivers Working on a Holiday - If the Jitney drivers work on the day that a holiday is observed, they will be paid straight time for the holiday in addition to their regular pay.

#### **Article 18 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 19 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 20 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 21 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, 2019, 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.



For the Township of Maplewood:

Victor De Luca

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For CWA Local 1031:

Robert Kennedy

Orlando Zepo

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