

9/20/17

AGREEMENT

BETWEEN

TOWNSHIP OF FREEHOLD

MONMOUTH COUNTY, NEW JERSEY

AND

COMMUNICATIONS WORKERS OF AMERICA

CWA LOCAL 1075

JANUARY 1, 2017 THROUGH DECEMBER 31, 2021

TOWNSHIP OF FREEHOLD

Township Committee

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PREAMBLE

This Agreement entered into this 28 day of Sept, 2017, 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 58 First Avenue, Suite 202, Atlantic Highlands, New Jersey 07716 (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.

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 |
- 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. The employee may, in accordance with the Rules and Regulations of the insurance carrier, change from one plan offered by the Township to any other plan offered by the Township.

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.

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.

For employees that have reached the maximum grade level for their civil service title, the annual increase to base salary shall be 1.75% annually. This increment shall only apply if the employee holds a Grade 6 tier for the preceding year of the contract and does not receive a promotion.

A stipend of \$500 will be provided for one (1) position of Meter Reader/Repairer for the responsibility of data entry and programming of the remote vehicle-reading unit.

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	\$625.00
CDLB	\$425.00

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.

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 2018 or the calendar year in which seventeen years of service is attained:

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
2600	2700	2800	2900

In 2017 employees with seventeen or more years of service will receive a \$1500 stipend on or about November 15th.

Once an employee receives this one time addition, such employee will only receive a \$100 additional adjustment in subsequent years of the contract, if any, to match the total in the above schedule. In no case will the total amount added to base salary exceed the amount in the above schedule. The above amounts are non-cumulative and no further stipends will be paid for response to emergencies under this article.

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

	2017	2018	2019	2020	2021	2022
15-Nov	\$ 1,500	\$ 1,560	\$ 1,620	\$ 1,680	\$ 1,740	
15-Mar		\$ 1,000	\$ 1,040	\$ 1,080	\$ 1,120	\$ 1,160

The above referenced November 15 stipends shall be paid on that date of the corresponding year to all eligible employees.

The above referenced March 15 stipends shall be paid on that date 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.

- 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

From January 1, 2017 to December 31, 2017, Longevity will be paid at the following rates prior to elimination of the payment on January 1, 2018:

5th Anniversary	\$1,350
10th Anniversary	\$1,650
15th Anniversary	\$2,150
20th Anniversary	\$2,650
25th Anniversary	\$3,150

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

A. REPRESENTATION FEE

During the term of this Agreement, the Township agrees to deduct a fair share fee from the earnings of employees who elect not to become members of the Union and to transmit the fees on a monthly basis to the majority representative after written notice after written notice of the amount of the fair share assessment is furnished to the Township.

B. COMPUTATION OF FAIR SHARE FEE

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees and assessments of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues and assessments. The computation of such fair share fee shall be in accordance with applicable law.

C. CHALLENGING ASSESSMENT PROCEDURE

The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

D. DEDUCTION OF FEE

No fee shall be deducted for any employee sooner than:

1. Thirtieth (30th) day following the notice of the amount of the fair share fee;
2. Completion of sixty (60) days of employment for new hires.
3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. MISCELLANEOUS

1. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share information and/or information concerning the names of the employees and the amount of dues or fair share fees to be deducted.
2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

F. DUES CHECK-OFF

Payroll deduction for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union at regular intervals. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

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 | \$16.00 |
| 2. | Lunch | \$16.00 |
| 3. | Dinner | \$16.00 |

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.

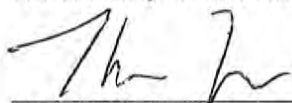
ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2017 and shall effect to and including December 31, 2021 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, 2017. 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.

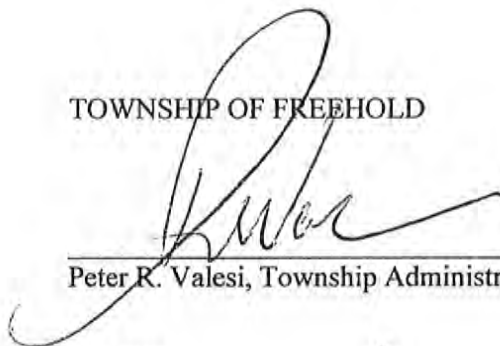
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 28 day of September, 2017,

COMMUNICATIONS WORKERS
AMERICA, CWA LOCAL 1075



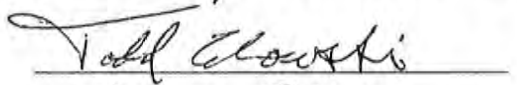
Thomas Fagan, VP, Local 1075

TOWNSHIP OF FREEHOLD

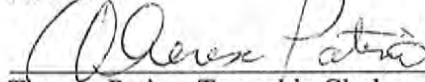


Peter R. Valesi, Township Administrator

ATTEST:



ATTEST:



Theresa Patino, 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	\$24,999	3.00%
\$20,000	\$24,999	5.50%	\$25,000	\$29,999	4.50%	\$30,000	\$29,999	4.00%
\$25,000	\$29,999	7.50%	\$30,000	\$34,999	6.00%	\$35,000	\$34,999	5.00%
\$30,000	\$34,999	10.00%	\$35,000	\$39,999	7.00%	\$40,000	\$39,999	6.00%
\$35,000	\$39,999	11.00%	\$40,000	\$44,999	8.00%	\$45,000	\$44,999	7.00%
\$40,000	\$44,999	12.00%	\$45,000	\$49,999	10.00%	\$50,000	\$49,999	9.00%
\$45,000	\$49,999	14.00%	\$50,000	\$54,999	15.00%	\$55,000	\$54,999	12.00%
\$50,000	\$54,999	20.00%	\$55,000	\$59,999	17.00%	\$60,000	\$59,999	14.00%
\$55,000	\$59,999	23.00%	\$60,000	\$64,999	21.00%	\$65,000	\$64,999	17.00%
\$60,000	\$64,999	27.00%	\$65,000	\$69,999	23.00%	\$70,000	\$69,999	19.00%
\$65,000	\$69,999	29.00%	\$70,000	\$74,999	26.00%	\$75,000	\$74,999	22.00%
\$70,000	\$74,999	32.00%	\$75,000	\$79,999	27.00%	\$80,000	\$79,999	23.00%
\$75,000	\$79,999	33.00%	\$80,000	\$84,999	28.00%	\$85,000	\$84,999	24.00%
\$80,000	\$94,999	34.00%	\$85,000	\$99,999	30.00%	\$90,000	\$89,999	26.00%
\$95,000	and over	35.00%	\$100,000	and over	35.00%	\$95,000	\$94,999	28.00%
						\$100,000	\$99,999	29.00%
						\$110,000	\$109,999	32.00%
						\$110,000	and over	35.00%

APPENDIX B
SALARY TIER CHART

	2017	2018	2019	2020	2021		2017	2018	2019	2020	2021
		1.50%	1.50%	1.50%	1.50%			1.50%	1.50%	1.50%	1.50%
70	63400	64351	65316	66296	67290	35	47650	48365	49090	49827	50574
69	62950	63894	64853	65825	66813	34	47200	47908	48627	49356	50096
68	62500	63438	64389	65355	66335	33	46750	47451	48163	48885	49619
67	62050	62981	63925	64884	65858	32	46300	46995	47699	48415	49141
66	61600	62524	63462	64414	65380	31	45850	46538	47236	47944	48664
65	61150	62067	62998	63943	64902	30	45400	46081	46772	47474	48186
64	60700	61611	62535	63473	64425	29	44950	45624	46309	47003	47708
63	60250	61154	62071	63002	63947	28	44500	45168	45845	46533	47231
62	59800	60697	61607	62532	63470	27	44050	44711	45381	46062	46753
61	59350	60240	61144	62061	62992	26	43600	44254	44918	45592	46275
60	58900	59784	60680	61590	62514	25	43150	43797	44454	45121	45798
59	58450	59327	60217	61120	62037	24	42700	43341	43991	44650	45320
58	58000	58870	59753	60649	61559	23	42250	42884	43527	44180	44843
57	57550	58413	59289	60179	61081	22	41800	42427	43063	43709	44365
56	57100	57957	58826	59708	60604	21	41350	41970	42600	43239	43887
55	56650	57500	58362	59238	60126	20	40900	41514	42136	42768	43410
54	56200	57043	57899	58767	59649	19	40450	41057	41673	42298	42932
53	55750	56586	57435	58297	59171	18	40000	40600	41209	41827	42455
52	55300	56130	56971	57826	58693	17	39550	40143	40745	41357	41977
51	54850	55673	56508	57355	58216	16	39100	39687	40282	40886	41499
50	54400	55216	56044	56885	57738	15	38650	39230	39818	40415	41022
49	53950	54759	55581	56414	57261	14	38200	38773	39355	39945	40544
48	53500	54303	55117	55944	56783	13	37750	38316	38891	39474	40066
47	53050	53846	54653	55473	56305	12	37300	37860	38427	39004	39589
46	52600	53389	54190	55003	55828	11	36850	37403	37964	38533	39111
45	52150	52932	53726	54532	55350	10	36400	36946	37500	38063	38634
44	51700	52476	53263	54062	54872	9	35850	36388	36934	37488	38050
43	51250	52019	52799	53591	54395	8	35400	35931	36470	37017	37572
42	50800	51562	52335	53120	53917	7	34950	35474	36006	36546	37095
41	50350	51105	51872	52650	53440	6	34500	35018	35543	36076	36617
40	49900	50649	51408	52179	52962	5	33800	34307	34822	35344	35874
39	49450	50192	50945	51709	52484	4	33100	33597	34100	34612	35131
38	49000	49735	50481	51238	52007	3	32400	32886	33379	33880	34388
37	48550	49278	50017	50768	51529	2	31700	32176	32658	33148	33645
36	48100	48822	49554	50297	51052	1	31000	31465	31937	32416	32902

APPENDIX B (CONT.)

TIER CHART ASSIGNMENTS PER CIVIL SERVICE TITLE

	Maximum		Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Laborer 1	5	02248	1	2	3	4	5	5
Public Works Repairer	5	02935	4	5	6	7	8	9
Road Repairer 1	2	03090	8	9	10	11	12	13
Equipment Operator	2	01746	34	35	36	37	38	39
Recycling Operator	2	07719	21	22	23	24	25	26
Laborer 2 (PW Tech)	1	06634	12	13	14	15	16	17
Mason Helper	2	02426	17	18	19	20	21	22
Mason	2	02420	23	24	25	26	27	28
Road Repairer 2	2	03567	21	22	23	24	25	26
Motor Broom Driver	1	05565	26	27	28	29	30	31
Senior Mason	1	07539	27	28	29	30	31	32
Road Repairer 3	1	06655	24	25	26	27	28	29
Heavy Equipment Operator	1	02001@	37	38	39	40	41	42
Mtr Broom Driver/PWR	1	06196	39	40	41	42	43	44
Senior PWR	2	03541@	44	45	46	47	48	49
Laborer 3 (PW Crew Chief)	1	06633	47	48	49	50	51	52
Senior Recycling Operator	1	07720	39	40	41	42	43	44
Mechanics Helper	1	02456@	18	19	20	21	22	23
Mechanics Helper/Truck Driver	1	07369	21	22	23	24	25	26
Mechanic/Truck Driver	1	07820	38	39	40	41	42	43
Mechanic	2	02434	42	43	44	45	46	47
Mechanic/Welder	1	05096	47	48	49	50	51	52
Senior Mechanic	1	03459	50	51	52	53	54	55
Laborer (utility)	2	02248	1	2	3	4	5	5
Sew Rep 1/Wtr Rep 1	2	05875	6	7	8	9	10	11
Sew Rep 2/Wtr Rep 2	3	05295	12	13	14	15	16	17
Sew Rep 2/Water Rep 3	2	06705	18	19	20	21	22	23
Meter Worker 1/WM Reader	1	05742	15	16	17	18	19	20
Meter Wkr 2/Water Mtr Reader	1	07119	20	21	22	23	24	25
Asst WTPO	1	05479	28	29	30	31	32	33
WTP Operator	3	04296	34	35	36	37	38	39
Sew Rep 1/Wtr Rep 1/WTPO	2	07123	38	39	40	41	42	43
Senior WTPO/Senior WTPR	1	05931	45	46	47	48	49	50
Sew Rep 2/Wtr Rep 2/Sr. WTPO	1	07187	61	62	63	64	65	66

APPENDIX B (CONT.)

EFFECTIVE TITLES AND STARTING TIER LEVEL - JANUARY 1, 2017

Beeh, Christopher	WR2/SR2/SWTPO	61
Schwab, Matthew	WTPO	35
Zebrowski, Todd	WTPO	35
Kearns, John	WTPO	34
Urban, Robert	Laborer 3 (PW Crew Chief)	47
McNeary, Steven	Sr. Recycling Oper.	39
Thompson, Richard	MBR/PWR	39
Boyd, Sean	Senior PWR	44
Parkin, Eric	Senior Mechanic	50
Cilento, Louis	Mechanic/Welder	47
Florkowski, Robert	Mechanic	42
Schlottfeld, Charlie	Mechanic Helper	20
DelleChiaie, Anthony	Sew Rep 2/Wtr Rep 2	15
Messer, Christopher	Meter Wkr 1/WM Rep	15
Passaretti, Anthony	Sew Rep 2/Wtr Rep 2	15
Soma, Rudy	Sew Rep 2/Wtr Rep 2	12
Caruso, Chris	Sew Rep 1/Wtr Rep 1	6
Morgan, Christopher	Laborer 1	2
Schiefelbein, Michael	Equipment Oper.	34
Mezzacappa, Frank	Mason Helper	23
McRae, Stephen	Road Repairer 2	21
Sward, Ronald	Recycling Operator	21
Dubois, David	Mason Helper	17
Wohlrab, Eric	Road Repairer 1	8
Trozzi, Anthony	PWR	6
Sadlowski, Kenny	PWR	4
Asciutto, Christopher	PWR	2
Sigismondi, Michael	PWR	2
Carr, Kevin	Laborer 1	1
Gott, Sam	Laborer 1	1