

AGREEMENT  
BETWEEN THE  
TOWNSHIP OF WALL  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1075  
JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

TABLE OF CONTENTS

ARTICLE I RECOGNITION ..... 1

ARTICLE II UNION SECURITY AND CHECKOFF ..... 2

ARTICLE III UNION REPRESENTATION ..... 4

ARTICLE IV HOURS OF WORK AND OVERTIME ..... 5

ARTICLE V CALL IN AND SNOW REMOVAL ..... 8

ARTICLE VI SENIORITY ..... 10

ARTICLE VII PROBATIONARY EMPLOYEES ..... 11

ARTICLE VIII JOB OPENINGS AND PROMOTIONS ..... 12

ARTICLE IX VACATIONS ..... 13

ARTICLE X HOLIDAYS ..... 15

ARTICLE XI PERSONAL DAYS ..... 16

ARTICLE XII SICK LEAVE ..... 17

ARTICLE XIII LEAVE OF ABSENCE, JURY DUTY, BEREAVEMENT, AND MILITARY LEAVES ..... 18

ARTICLE XIV GRIEVANCE PROCEDURES ..... 20

ARTICLE XV SEPARATION ..... 23

ARTICLE XVI HEALTH & SAFETY ..... 26

ARTICLE XVII WORK CLOTHES AND EQUIPMENT ..... 27

ARTICLE XVIII LONGEVITY ..... 28

ARTICLE XIX INSURANCE ..... 29

ARTICLE XX PENSIONS ..... 32

ARTICLE XXI NO STRIKE - NO LOCKOUT ..... 33

ARTICLE XXII MISCELLANEOUS .....	34
ARTICLE XXIII MANAGEMENT RIGHTS.....	36
ARTICLE XXIV SAVINGS CLAUSE.....	38
ARTICLE XXV WAGES, ADVANCEMENT IN GRADE, PERSONNEL FILES .....	39
ARTICLE XXVI DISPATCHERS.....	41
ARTICLE XXVII PART-TIME EMPLOYEES .....	44
DURATION OF AGREEMENT .....	45
SCHEDULE A.....	47
SCHEDULE B.....	49

**ARTICLE I  
RECOGNITION**

In accordance with the "Certification of Representative" of the Public Employment Relations Commission ("PERC"), dated January 25th, 1991, the Township of Wall recognizes the Communications Workers of America (CWA) Local 1075, as the exclusive collective bargaining agent in all matters pertaining to wages, hours of work and other terms and conditions of employment, for all full-time and part-time regularly employed hourly employees employed in the Department of Public Works, which includes the Divisions of Roads/Building and Grounds, Sanitation, Water/Sewer and Dispatchers in Wall Township, but excluding all Managerial executives, confidential employees including the Administrative Clerk to the Superintendent, supervisory employees within the meaning of the Act, including Superintendent of the Department of Public Works, foremen and assistant foremen of the Divisions of Roads/Building and Grounds, Sanitation, Water/Sewer and Dispatchers and sewer operator, professional employees, craft employees and all other employees employed by Wall Township.

## ARTICLE II

### UNION SECURITY AND CHECKOFF

The Township, for each of its employees in the bargaining unit who individually, in writing, authorize the Township to do so, will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for such employee's membership in the Union.

Such monies together with a record of deductions and any corrections shall be transmitted to the Union office in a timely fashion. Such deductions may be made on a bi-weekly basis, however in no event shall the Township be required to remit such monies to the Union office more than once in each calendar month. If during the life of this agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township, written notice thirty days prior to the effective date of such change.

The Union will provide the necessary "check-off Authorization" form acceptable to the Township, and the Union will secure the signature of its members on the forms and deliver the signed forms to the Township Administrator.

Subject to applicable law, any employee may withdraw the above authorization by individual notice in writing, mailed to the Township and the Union.

The Union shall have no right or interest whatsoever, in any money authorized withheld until such money is actually withheld.

The Township or any of its officers and employees shall not be liable for any reasonable delays in carrying out such deductions and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Township and its officers and employees shall be released from all liability to the employee - assignors and to the Union under such assignments.

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted. The Union and the Township recognize that the Workplace Democracy Enhancement Act ("WDEA"), P.L. 2018, c. 15, governs certain areas of their relationship. The parties agree to comply with their mutual obligations under the WDEA to the extent applicable.

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, dates of hire, home address, home and/or cellphone number on file with the employer, work email, and any personal email on file with the employer.

### ARTICLE III

#### UNION REPRESENTATION

The Township shall not deny the Union the right to have two (2) employees leave their job to attend out-of-plant Union meetings or conventions, without loss of pay, up to a maximum of 35 hours, per employee, in a calendar year, subject to prior approval by the Township. Union Stewards will be allowed the use of facilities resources (telephone, copy machines, etc.) on a reasonable basis as determined and approved by the Steward's Supervisor. Supervisors of Stewards shall permit a reasonable amount of time away from normal duties to address and process legitimate union business. The determination of what is a "reasonable amount" of time is in the sole discretion of the Supervisor, and the Stewards must gain prior approval of the Supervisor before doing such. Dispatchers shall be allowed to attend union meetings while on duty provided their shift is covered.

A duly authorized representative of the Union, designated in writing, after notice to the Administrator, Director or Supervisor in charge, during reasonable business hours, shall be admitted to the premises for the purpose of ascertaining whether or not this agreement is being enforced, assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of the visit. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations, and, unless prior notification has been given to the Superintendent, such visits shall take place during the employees off hours. (i.e.: work breaks or lunch hour). In the Police Department, representatives of the Union shall first make an appointment with the Chief of Police or his/her designee, before performing any walk through and then such shall be confined to the Dispatcher area. Other areas in the Police Department are open to "Authorized Personnel Only."

Dispatchers shall be allowed to attend Union meetings while on duty, provided their shift is covered, after gaining prior approval of the immediate supervisor, which shall not be unreasonably denied.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

A. The regular workday shall consist of eight and 1/2 hours (8-1/2) (including an unpaid one-half hour lunch break) and the regular work week shall consist of five (5) days - Monday through Friday. The normal schedule shall be 7:00 a.m. to 3:30 p.m., except during the months of January, February and March when the normal schedule may be modified by the Township.

The Township may alter the regular work week for employees (hired after January 1, 2006) or volunteer employees to include a maximum of two (2) employees on a Tuesday through Saturday workweek or a Sunday through Thursday workweek from May 1st through November 1st, for the general maintenance of the recreational ballfields and leaf pickup, and other duties mutually agreed upon between the Township and the CWA.

Two (2) fifteen (15) minute rest breaks will be granted to each employee, each day, with one occurring in the morning and one occurring in the afternoon, such breaks shall be scheduled by the Township based on the workload of the particular day. Beginning upon signing of the agreement, the fifteen (15) minute afternoon rest break will be added to the one-half (1/2) hour unpaid lunch break, making the lunch period a total of forty-five (45) minutes with thirty (30) minutes unpaid and fifteen (15) minutes paid. The fifteen (15) minute morning rest break will continue to be granted to each employee, each day, as scheduled by the Township based on the workload of the particular day.

Time and one half (1 1/2) the employee's regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in any one day, forty (40) hours in any work week, and for all hours worked on Saturday, and/or Sunday.

Double time (2X) a non-dispatcher employee's regular straight time rate of pay will be paid for all hours worked on New Year's Day, Easter, Good Friday, Thanksgiving and Christmas.

B. The normal workday in Sanitation shall commence at 6:30 a.m. and continue until all related sanitation work as determined by the Township, is completed, which shall constitute a full day's work and shall be compensated as a full eight (8) hour day, even in the event such sanitation work is completed in less than eight hours. This provision shall not limit the Township's right to increase the sanitation pick-up schedule or routes if necessary.

On sanitation routes, employees shall have the option of taking a lunch break at any time



after 9:00 a.m.

Hours worked in excess of forty (40) hours in any workweek shall be compensated at the applicable premium rate. On double pick-up days resulting from Holiday changes, hours worked in excess of eight (8) hours shall be compensated at the rate of time and one-half.

The employee assigned to the roll off truck shall be paid overtime based on hours worked in excess of eight hours per day.

C. For the purposes of calculating overtime, earned time off such as holidays, sick time, vacation, personal days, etc.; will be considered time worked.

Whenever practical, if work exists, which requires overtime, that work shall be assigned to an employee under this Agreement.

Overtime work shall be distributed as equally as practicable among the employees in each department that are qualified to do the work. This shall be accomplished by the Township maintaining a list of interested and qualified employees in each division, through which overtime assignments will be rotated. When employees from one Division are needed to work in another Division for overtime purposes only, the list will be utilized. The Supervisor of each Division will make weekend assignments known to the affected employee(s) by the end of the shift on Wednesday, or a refusal shall not be counted against such employee. Three (3) refusals of overtime assignments within a twelve (12) month period will be cause for that employee to be removed from the rotation list for a period of twelve (12) months from the last refusal.

Overtime work offered but refused, shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

"On Call" assignments in the Water Department shall be rotated on a weekly basis with such employee receiving compensation, for each day so assigned, in accordance with the schedule below. Any actual hours worked shall be compensated at the applicable premium rate.

Weekday	\$35
Weekend	\$50
Holiday	\$65

D. Generally, use of sick leave will render an employee ineligible for overtime on the following day. However, use of sick leave will not make an employee ineligible for emergency overtime on the next day.

E. Employees on vacation are not eligible for overtime, except in the case of

emergency. Such an employee shall be contacted only after all other employees have been contacted for the opportunity by the Township.

F. Part-time Employee Regulations

Part-time employees are limited to manual labor duties only (i.e. shoveling, raking or similar tasks). Part-time employees are forbidden from operating any type of machinery, equipment, heavy machinery/equipment, automated machinery/equipment or vehicle that is attached to or equipped as to operate for tasks such as plowing, leaf pickup, brush pickup, hauling, sanitation pickup, lawn maintenance or tractor operation or similar operations.

1. Part-time and/or seasonal employees may operate a vehicle for the sole purpose of transportation in the work field (i.e. to and from worksite, reading meters). Part-time and/or seasonal employees may utilize weed trimmers, power washers, push mowers, snow and leaf blowers and may be utilized to read meters. Proper training, safety equipment and safety protocols will be followed.

2. Part-time employees may be utilized during normal business hours, which are Monday through Friday 7am-3:30 pm. and shall work no more than twenty-nine (29) hours per week, except that part-time employees utilized at the recycling center may work weekends at the recycling centers.

G. Should the Township open one or more recycling centers on Saturday, a full-time Sanitation employee will be offered overtime work on Saturday.

H. Compensatory Time

Compensation time may be accumulated in lieu of overtime pay up to a maximum of eighty (80) hours. Compensatory time used may be replenished up to the maximum. Requests to use compensatory time will be handled in the same manner as vacation time. In the case of a FEMA event where reimbursement is dependent on paid hours of work, the accrual of comp time may be suspended for such hours. The employer reserves the right to pay out unused comp time at the end of the calendar year, with the exception that comp time earned in the month of December of that year may, at the employee's discretion, be carried into the next year. A monthly report of an employee's accumulated compensatory time will be made available to the employee. An employee may request to be paid out for accumulated comp time at the end of a calendar year. The Township may grant such request if mutually agreed upon. Requests for end-of-year comp time payments should be submitted by October 1<sup>st</sup>.

## ARTICLE V

### CALL IN AND SNOW REMOVAL

Except as otherwise specifically provided in this Article, whenever an employee is called in to work outside his normal shift, he/she shall receive a minimum of two (2) hours work or pay at the premium rates.

If and when a 3-11 shift is filled for the water department, when an employee is called in to assist the worker on that 3-11 shift, that called-in employee shall receive a minimum of four (4) hours work or pay at the premium rate.

An employee working more than sixteen (16) consecutive hours shall be paid at a rate of double (twice) the employee's regular rate of pay for any hours in excess of the initial sixteen (16). For purposes of clarity, the following examples are provided, but are not all inclusive or limiting.

1. An employee is called in to work and begins at 11:00 p.m. on a Tuesday and continues to work through to 6:00 p.m. Wednesday (a regularly scheduled day). The employee shall be compensated at one and one half his rate of pay for the period of 11:00 p.m. to 7:00 a.m. (8 hours). From 7:00 a.m. to 3:30 p.m. (8 hours excluding lunch), the employee shall be paid his regular rate of pay. Finally, from 3:30 p.m. to 6:00 p.m. (2.5 hours), the employee shall be paid at a rate of twice his regular rate of pay.
2. An employee is called in to work and begins at 11:00 p.m. on a Friday and continues to work through to 6:00 p.m. Saturday. The employee shall be compensated at one and one half his rate of pay for the period of 11:00 p.m. Friday to 3:00 p.m. Saturday (16 hours) as he/she was not scheduled to work on Saturday. Finally, from 3:00 p.m. to 6:00 p.m. (3 hours), the employee shall be paid at a rate of twice his regular rate of pay.

During operations that require such continuous hours of work, with the Director's approval, meal breaks during normal shift hours may be in pay status until the emergency has concluded.

The parties agree that the practice of working until the emergency is over shall apply and continuous hours of work shall not be arbitrarily broken for the purpose of avoiding the provisions of this clause.

In the event an employee is on vacation, personal days, or birthday, and he/she agrees to come in for an emergency, he/she will be paid for the earned benefit time that had been approved

and deducted from the employee's available balance. In addition, the employee will be paid at the applicable overtime rate for hours worked on such occasion when he/she is called in on an emergency.

In the event of an emergency situation from forces of nature, or other emergency situation, employees called in to work will be paid thirty (30) minutes of travel time prior to punching in. Such travel time will be considered part of the minimum call-in time. Overtime will commence upon notification from management to report for duty, allowing a reasonable response time.

During sanding operations, one additional non-mechanic employee will be brought in for back up, break relief and safety purposes for each three (3) trucks, or portion thereof, so deployed. For example, one (1) to three (3) trucks equal one additional employee. Four (4) trucks equal two (2) additional employees. Seven (7) trucks equal three (3) additional employees.

**ARTICLE VI**  
**SENIORITY**

Seniority is defined to mean the accumulated length of continuous service, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence, or absence for a bona fide illness or injury certified by a physician.

An employee shall lose his seniority rights for any of the following reasons:

1. If an employee quits
2. If an employee is discharged for just cause
3. If an employee does not return to work within one week of being recalled from layoff.
4. If an employee is laid off for more than twelve (12) consecutive months.

The Township and the Union recognize and agree that seniority is a principle, which gives preference to a senior employee in case of layoff, recall.

In case of layoff, seniority shall prevail with the least senior employee in the effected job classification laid off first. Such employee would then have the right to displace a less senior employee in the department of public works, provided he/she possesses the basic ability to perform the necessary work.

Recall shall be affected in the inverse order of seniority. Employees to be recalled shall be notified by certified mail to the employee's last known address. No new employee shall be hired to a bargaining unit position until all laid off employees with seniority and the basic ability to perform the work, have been offered the opportunity to return to work.

Manpower shortages in sanitation will be covered first by offering the opportunity to qualified, full-time employees from other divisions. In the event the opening remains unfilled, a qualified employee will be temporarily reassigned in reverse order of seniority.

**ARTICLE VII**  
**PROBATIONARY EMPLOYEES**

New employees will be regarded as probationary for the first one hundred eighty (180) calendar days, during which time the Township can reprimand or discharge without being challenged by the Union. After one hundred eighty (180) calendar days the probationary employee will be considered a permanent employee and shall be placed on the seniority list from the first day of starting work.

The Township will have the right to extend the probationary period another thirty (30) calendar days.

New employees will receive compensation at the grade 6 level after ninety (90) calendar days of employment.

New employees will not be eligible for personal days until after completion of the first 90 days of employment.

New employees will receive the clothing entitlement provided for permanent employees after completion of thirty days of continuous employment.

## ARTICLE VIII

### JOB OPENINGS AND PROMOTIONS

Whenever job openings or newly created jobs occur, notice of such position shall be posted for a period of one (1) week in such place where employee notices are normally posted. Such posting shall set forth job description, rate of pay, shift, and requirements, if any. All employees regardless of grade may bid for positions posted by signing their name to the posting. The ultimate determination on any job bid, promotion or transfer shall rest with the Township.

Promotions, which may occur from time to time within this bargaining unit, will be posted for bargaining unit members to submit their qualifications for the position for consideration. Promotions will be based on qualifications for the position desired and seniority within the bargaining unit.

There shall be no loss in Grade for transfers, unless the position is newly created and budgeted at a certain grade.

**ARTICLE IX  
VACATIONS**

All employees covered by this agreement shall be entitled to annual paid vacation in accordance with the following schedule:

A. Employees hired after January 1, 2021, commencing with the third (3<sup>rd</sup>) calendar month of employment, shall earn one (1) day of vacation per month thereafter to a maximum of 10 days per calendar year, through the first four (4) years of employment. Such employees shall not be allowed to use vacation time until their six (6) month anniversary, unless approved by management. In the fifth (5<sup>th</sup>) year, such employees will move to the regular schedule per Section B.

B. During the calendar year in which the fifth anniversary of employment occurs, up to and including the ninth anniversary of employment= 15 days.

C. During the calendar year in which the tenth anniversary of employment occurs, up to and including the fourteenth anniversary of employment= 20 days.

D. For employees hired prior to January 1, 1991, during the calendar year in which the fifteenth (15<sup>th</sup>) anniversary of employment occurs, up to and including the 19<sup>th</sup> anniversary of employment = 25 days.

E. For employees hired prior to January 1, 1991, during the calendar year in which the twentieth (20<sup>th</sup>) anniversary of employment occurs, and each year thereafter= 30 days.

Each employee shall submit a written request to his department head for approval of specific dates for use of vacation entitlement. In the event of a conflict in scheduling vacation, an employee's seniority shall determine preference. Employees submitting vacation requests after January 31st, shall not be entitled to "bump" less senior employees who submitted requests prior to January 31st.

Employees unable to use vacation in the year it is accrued due to work demands may carry over one (1) week of accrued and unused vacation for the following calendar year only. Failure to use the vacation time carried over during the following year will result in forfeiture of available time. Any time carried over from a prior year cannot be cashed out at the time of separation.

Pre-payment of vacation pay may be made to employees during the week preceding vacation, provided that written request therefor, signed by the Department head, is received by



the Personnel Department at least two weeks prior to the date the check is to be issued.

Vacation time may be taken in increments of one (1) day.

F. A monthly report of an employee's available vacation time will be made available to the employee via access to the POSS system.

G. An employee who uses no sick days in a twelve (12) month rolling period will be credited with an additional vacation day, to be utilized under the rules governing vacation days.

H. Allowing Vacation - Dispatchers: A request by a full-time Dispatcher for a vacation day on a shift where another full-time Dispatcher will be working will not be denied unreasonably.

I. Vacation may be requested in up to three (3) consecutive week increments. Employees hired after January 1, 2022 may request vacation in two (2) week increments. Longer periods of vacation may be approved by management on a case-by-case basis. Vacations will be granted based upon operational needs and ability to grant vacation requests fairly across the workforce. Vacation requests will not be unreasonably denied.

**ARTICLE X**  
**HOLIDAYS**

All employees covered by this agreement, shall be entitled to the following paid holidays.

New Years Day	Martin Luther King Day
Presidents Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

One (1) additional holiday to coincide with each individual employee's birthday.

Should a holiday fall on Saturday it shall be celebrated on Friday. Should a holiday fall on Sunday, it shall be celebrated on Monday.

Whenever employees are required to work on a recognized holiday, such employees will be guaranteed a minimum of five (5) hours work or pay at the time and one-half rate. Such assignments shall be rotated among the employees in accordance with the overtime rotation list. Double the employee's rate of pay will be paid for all hours worked, with a guaranteed minimum of five (5) hours, on New Year's Day, Good Friday, Easter, Thanksgiving and Christmas.

An employee absence due to illness on the day before or day after a holiday shall not be compensated for the holiday, unless the absence is excused by a doctor's certificate.

**ARTICLE XI**  
**PERSONAL DAYS**

All employees covered by this agreement shall be entitled to four (4) personal days per calendar year. Except in cases of an emergency, the employee shall provide two (2) working days' notice to his supervisor before using a personal day. Emergency use of personal days still requires approval of the Superintendent of Public Works or the Township Administrator, which may be obtained through a phone call. Such requests shall not be unreasonably denied.

Personal days may be taken in two (2) hour increments, subject to the approval of the employee's supervisor.

A monthly report of available personal days will be made available to the employee.

Employees hired after January 1, 2011 shall be entitled to two (2) personal days per year and be subject to the same provisions as above.

**ARTICLE XII**  
**SICK LEAVE**

All permanent full-time employees covered by this agreement, shall be credited with Sick Leave, on the basis of one (1) day per month of continuous service, with no maximum limit. Unused sick days may be accumulated from one calendar year to the next.

New hires shall receive credit for the month in which employment commences provided such employment commenced prior to the fifteenth (15th) of that month.

Upon separation in good standing from service, each permanent full-time employee shall be entitled to one-half day's pay, at the rate of pay in effect at the time of separation, for each full day of unused accumulated sick leave up to a maximum of one hundred twenty (120) days accumulated sick leave, provided however, that the monetary compensation to be paid for unused accumulated sick leave shall not exceed \$7,500.00 per employee.

The above provisions limiting the number of days of sick leave, which may be accumulated and limiting the monetary compensation therefor, shall not apply to employees hired prior to January 1, 1980. Such employees shall be entitled, at the time of separation, to one-half day's pay, at the rate of pay in effect at the time of separation, for each day each day of unused accumulated sick leave, which the employee had accumulated as of November 1, 1990 up to a maximum of two hundred and fifty (250) days accumulated sick leave; not to exceed a maximum of \$15,000.00 monetary compensation. Such employees shall continue to be credited with one day of sick leave per month for actual use, however, such days accumulated after November 1, 1990 and not used, shall not be reimbursed at time of separation.

An employee out sick for three (3) or more consecutive days may be required to produce a doctor's certificate. In the event of a chronic or reoccurring illness, one doctor's certificate every six (6) months shall suffice.

An employee who is certified as absent on account of a disability or accident caused in the usual hours of his employment and directly in the line of duty, shall not have such absence charged against this sick leave. Said absence shall be recorded as an "excused" absence with pay.

A monthly report of accumulated sick leave will be made available to the employee through the POSS system. Each employee is responsible to verify his/her available time in the POSS system. The Township will only provide an annual update by January 15<sup>th</sup> of the subsequent year.

**ARTICLE XIII**  
**LEAVE OF ABSENCE, JURY DUTY,**  
**BEREAVEMENT, AND MILITARY LEAVES**

A. Personal Leaves

Employees may be granted personal leaves of absence for periods of up to thirty (30) days at the discretion of the Township. Extensions thereof may be made by the Township.

B. Jury Duty

Employees performing jury duty shall be paid for time served as a juror in such amount as will compensate the employee for any loss sustained by the employee, being the difference between the amount of salary and juror's compensation for the days required in service as a juror.

C. Bereavement Leave

In the event of a death of a parent, spouse or child of the employee, the Township will grant a four (4) day leave of absence with pay to the employee.

In the event of a death in the immediate family of an employee (brothers, sisters, grandparents, spouse's parents, grandparents or siblings of spouse), the Township will grant a three (3) day leave of absence with pay to the employee.

In the event of a death of an aunt, uncle, first cousin of the employee, the Township will grant a one (1) day leave of absence with pay to the employee.

If the funeral of the relative is to be held outside of New Jersey or other extenuating circumstance exists, an additional two (2) days may be granted, to be charged to sick leave, upon receiving prior approval from the Department Head. Each request for additional travel time shall be decided on its own merits and circumstances and shall not set a precedent.

Leave provided for herein must commence between the date of death and the funeral.

D. Military Leave

Any Township employee who is a member of the National Guard or a reserve unit of a military service of the United States shall be entitled to military leave without pay during any mandatory training period or period of active military service, which the employee may be required to perform by order of the service or unit of which he/she or she is a member.

In the event of call to active duty, employees shall maintain seniority and full re-employment rights upon return. The Township shall compensate the employee for the difference between his normal salary and his service pay.

If an employee in the bargaining unit is absent serving in the National Guard or any reserve

unit for military service of the United States, he/she shall continue to receive health benefits and accrue seniority as if he/she never left for military service.

Military leave shall not exceed one (1) year except at the sole discretion of the Township after a written request of the employee.

**ARTICLE XIV  
GRIEVANCE PROCEDURES**

A. Definitions

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. A grievance may be raised on behalf of an employee or group of employees.

B. Purpose

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level, in a timely fashion. Failure to process a grievance within the time-periods provided shall constitute an abandonment of the grievance, and shall bar any further prosecution of the grievance, unless the parties have mutually agreed to extend said periods. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of grievances during the term of this agreement.

C. Procedure

1. Step One-Oral: The employee and the employee's Union Representative shall present the grievance orally to the employee's immediate supervisor within five (5) working days after the employee becomes aware of the grievance, but in no event, later than one month after its alleged occurrence.

2. Step Two-Written: If no satisfactory settlement is reached within five (5) working days from the time the grievance was orally discussed, the grievance shall be reduced to writing by the Union and presented to the Superintendent of Public Works.

Any written grievance shall set forth a statement of the facts constituting the grievance, the specific contract provision(s) forming the basis of the grievance and the remedy sought by the Union. The grievance shall be signed by the affected employee(s) and/or the Shop Steward or a Union Representative.

The Superintendent or his designee shall investigate the grievance and render a written response, which shall be given to the Union within ten (10) working days from the receipt of the grievance.

3. Step Three - Township Administrator: In the event the grievance is not resolved to the Union's satisfaction at Step Two, then the Union shall present the grievance to the Township

Administrator within five (5) working days. The Union and the Administrator shall meet within fifteen (15) working days of the Administrator's receipt of the grievance and, if the matter is not resolved at the meeting, the Administrator or his designee shall issue his written decision within fifteen (15) working days of the meeting.

4. Step Four - (A) Mediation and (B) Arbitration: In the event the grievance is not resolved to the satisfaction of the Union at Step Three, then within fifteen (15) working days after the response at Step Three is provided, or was due and was not provided, the Union may notify the Township Administrator in writing of the Union's intent to submit the grievance to the NJ State Board of Mediation for either (A) "mediation under contract" or for (B) binding arbitration.

A. Within fifteen (15) working days after notification to the Township Administrator, the Union may invoke "mediation under contract" by notifying the NJ State Board of Mediation. A copy of such request shall be provided to the Administrator. Mediation shall be scheduled and conducted in accordance with the rules of the NJ Board of Mediation. In the event the dispute is still not resolved after mediation is concluded, the parties may mutually agree to submit the matter to binding arbitration under (B) below. Either party reserves the right to seek relief through the courts, after "mediation under contract", if submission to binding arbitration is not mutually agreed upon.

B. In the event the grievance involves a discharge, or a dispute otherwise grievable, where what is in controversy amounts to more than three (3) days salary to an employee or a number of employees, then within fifteen (15) working days after the notification to the Administrator, the Union may invoke binding arbitration by submitting a written request for same to the NJ State Board of Mediation, with a copy of such request to the Administrator. Thereafter, binding arbitration proceedings shall be conducted pursuant to the rules of the NJ State Board of Mediation, except as they may be expressly altered or modified herein.

(i.) The Arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements



and proofs to the Arbitrator. The Arbitrator shall have no authority to modify, waive, add to, subtract from, or in any way whatsoever alter the provisions of this agreement.

5. Attendance at Hearings and Meetings - Grievance and Arbitration meetings and hearings shall be held at mutually acceptable times and places. Requests for attendance of any employee affected by the grievance or a necessary witness in an arbitration hearing shall be made to the Administrator, in writing, no later than three (3) working days prior to the date of the hearing. The Township shall have no obligation to pay employees for time spent attending arbitration hearings during an employee's normal work hours.

The fees, expenses and all other proper charges of the arbitrator shall be borne equally by the parties.

**ARTICLE XV**  
**SEPARATION**

The position of an employee who is absent from work on Disability Leave for more than six (6) consecutive months, or absent from work for more than three (3) consecutive months on Family Leave, may be declared vacant by the Township Administrator. Such employee shall retain the right to the next available open position, which occurs after the employee is able to return to work, provided the employee is capable of performing the necessary job. Such right of return shall be limited to a period of twelve (12) months from the time such employee reports able to return to work.

The Township reserves the right to place an employee on unpaid leave for the duration of a second license revocation within a twenty-four (24) month period. The Township reserves the right to terminate an employee whose license is revoked for more than six (6) months; or for a third time within a three (3) year period.

Upon receipt of a written resignation from an employee received by the department head, with a copy to the Township Administrator, at least two (2) weeks prior to the resignation date, the employee shall be entitled to receive his or her regular pay through date of termination, together with accumulated vacation leave, longevity pay on a pro rata basis, and accumulated sick leave if the employee has been employed by the Township for a minimum of five (5) years. Employees hired on or after May 21, 2010 shall not be entitled to any payment for sick time upon their separation from employment for any reason other than retirement.

In the case of separation from Township service by reason of retirement, if written notice of the employee's intention to retire is received by the department head with a copy to the Township Administrator at least thirty (30) days prior to the effective date of retirement, the employee shall be entitled to receive pay for accumulated vacation leave, longevity pay, and accumulated sick leave, on a prorated basis in accordance with the provisions of this agreement.

In the case of the death of an employee, the employee's surviving beneficiary shall be entitled to receive compensation for the employee's accumulated vacation, pro-rated longevity pay, and accumulated sick leave without regard to the employee's length of service. Employees hired on or after May 21, 2010 shall not be entitled to any payment for sick time upon their separation from employment for any reason other than retirement.

In the case of an employee who is separated from the Township's service by reason of death after having been employed by the Township for at least twenty (20) years, the Township shall pay for the cost of medical insurance for the employee's spouse and eligible children for a period of eighteen (18) months from the date of separation. In the case of an employee who is separated from the Township's service by reason of death, and who has been employed by the Township for less than twenty (20) years, the Township shall pay for the cost of medical insurance coverage for the employee's spouse and eligible children for a period of three (3) months from the date of separation.

In the case of an employee who is terminated for cause, the Township reserves the right to deny the employee payment for accumulated vacation or sick leave or longevity pay, subject to the determination of the Township Administrator. Employees hired on or after May 21, 2010 shall not be entitled to any payment for sick time upon their separation from employment for any reason other than retirement.

The amount of accumulated vacation leave and longevity pay to which an employee shall be entitled upon separation from service shall be prorated to date of separation.

An employee who resigns shall tender his resignation in writing, at least two (2) weeks prior to the requested effective date of the resignation, in order to provide sufficient time for appointing a successor. If at least two (2) weeks prior notice is not given to the Township, the Township reserves the right to deny the payment of accumulated leave or other benefits to the employee.

In the event that the Township chooses to have layoffs due to budget constraints, privatization or private contracting, the Township will provide to employees affected either ninety (90) days' notice of the proposed action, or if ninety (90) days' notice is not given, ninety days' compensation. For purposes of this paragraph, compensation is defined as ninety (90) days' daily pay at regular paid rate and continuation of the health coverage provided to the employee at the time of separation of the laid off employee. However, payment of the daily rate will end within the thirty (30) days if, and when, the employee obtains new employment during those thirty (30) days. Medical coverage will close within the thirty (30) days if the employee obtains new employment, which offers health coverage or if the employee's spouse has or obtains medical health coverage, which would cover the employee within that time, or if, under any other circumstance, the employee obtains health insurance during that time. The employee

will also be paid for all accumulated vacation leave, longevity pay, personal days and accumulated sick leave on a pro rata basis for the year the layoff occurs. Employees hired on or after May 21, 2010 shall not be entitled to any payment for sick time upon their separation from employment for any reason other than retirement.

All time is pro-rated upon separation regardless of the reason for the separation.

**ARTICLE XVI**  
**HEALTH & SAFETY**

The Township shall continue to maintain a safe and healthy working environment for all of its employees. The Union agrees that it and its members will do everything in their power to cooperate with the Township to insure the health and safety of all Township employees.

The Township shall provide adequate protective equipment and devices, including but not limited to, eye and ear protection, dust masks/respirators, and first aid kits.

Two (2) employees both designated by the union shall serve as members of the Township Safety Committee and shall be able to attend meetings of the Committee without loss of pay.

As stated in Article V, the Township will make all reasonable efforts to assure two (2) people on sanding operations.

**ARTICLE XVII**  
**WORK CLOTHES AND EQUIPMENT**

The Township shall continue to provide employees with all equipment and uniforms necessary for the purpose of their employment.

Each employee shall receive an initial set of uniforms, to be replaced every two (2) years, constituting eleven (11) pairs of pants, eleven (11) work shirts, and one (1) winter jacket.

In addition, each employee shall be provided each year with five (5) safety tee shirts and one (1) safety vest.

A clothing allowance of Two Hundred Twenty and xx/100 (\$220.00) Dollars shall be provided each year to be used for the purchase of clothing or boots from a union and management approved list. If the employee chooses to purchase from an outside vendor, they will be reimbursed upon presentation of an original receipt. Effective 1/1/2017, the clothing allowance will be Two Hundred Fifty and xx/100 (\$250.00) Dollars for non-dispatch employees.

The Township shall provide each employee with rain gear and work gloves, on an as needed basis. Such items will be replaced when they become unserviceable/damaged.

The Township will provide all tools necessary for employees to perform required work.

Uniform laundry service for up to eleven (11) pants and eleven (11) shirts will be available once weekly, at the Township's expense.

Dispatchers shall receive a uniform allowance of \$350.00. They shall be provided uniform cleaning once per week for up to four pants and shirts. In addition, Dispatchers shall be provided a One Hundred Ten and xx/100 (\$110.00) shoe allowance.

Effective 1/1/11, a clothing maintenance allowance of Five Hundred Seventy-Five and xx/100 (\$575.00) Dollars will be paid to each employee covered by this contract annually. This will be paid the first pay in December of each year, or by any other mutually agreed upon method. Effective 1/1/2017, the Five Hundred Seventy-Five and xx/100 (\$575.00) Dollars maintenance allowance is eliminated.

## ARTICLE XVIII

### LONGEVITY

In addition to the wages, premiums and other benefits provided for in this agreement, all covered employees shall receive a longevity each year, in accordance with the following schedule:

- A. After the third anniversary of employment = 2% of annual salary.
- B. After the fifth anniversary of employment = 4% of annual salary.
- C. After the tenth anniversary of employment = 6% of annual salary.
- D. After the fifteenth anniversary of employment = 8% of annual salary.
- E. After the twentieth anniversary of employment = 10% of annual salary.

Such longevity shall be paid equally in each pay. It will be included in base pay for pension purposes. For purposes of computing the overtime rate, longevity will also be added to base pay to calculate the regular rate, which is then multiplied by 1.5 to determine the overtime rate.

For those hired after January 1, 2000, the longevity payment described above shall be in accordance with the following schedule:

- A. After the sixth anniversary of employment = 2% of annual salary.
- B. After the eighth anniversary of employment = 4% of annual salary.
- C. After the tenth anniversary of employment = 6% of annual salary.
- D. After the fifteenth anniversary of employment = 8% of annual salary.
- E. After the twentieth anniversary of employment = 10% of annual salary.

For those hired after January 1, 2017, the longevity payment described above shall be in accordance with the following schedule:

- A. After the sixth anniversary of employment = 2% of annual salary.
- B. After the tenth anniversary of employment = 5% of annual salary.
- C. After the fifteenth anniversary of employment = 7% of annual salary.
- D. After the twentieth anniversary of employment = 10% of annual salary.

**ARTICLE XIX  
INSURANCE**

A. The Township shall continue to provide Hospitalization/Major Medical, Dental, Vision, and Prescription Drug Insurance, covering children to age 26 according to law. The costs associated with such coverage are set forth in the schedule appended hereto as Schedule B.

B. The Township reserves the right to change the carrier and/or network for the above referenced insurance plans provided, that substantially similar or better benefits are provided.

C. In the event the Township provides other Township employees with differing health benefits, the parties will meet to discuss the changes.

D. In clarification of the provisions of Township Ordinance #2-1991, if an employee was fifty-five (55) years of age or older as of 1/21/91, and had at least twenty (20) years of service, the Township agrees to pay One Hundred (100%) percent of the cost for medical Insurance.

E. In clarification of the provisions of Township Ordinance #2-1991, employees who are entitled to some portion of post-retirement insurance coverage will have the percentage to be paid by the Township calculated on the rate in effect on the effective date of the employee's retirement. Such coverage will continue until the employee attains the age of 65 or becomes eligible for Medicare. An employee's non-medicare eligible spouse may continue on the Township Plan (by paying the single rate) under COBRA for up to thirty-six (36) months beyond the date the employee became eligible for Medicare.

F. Retiree Health Benefits - Notwithstanding the provisions of Section E above, the following benefits will apply to persons who retire after January 1, 2006. For those retiring before that date, the provisions of Section E shall be in force if applicable to that particular employee.

1. Effective January 1, 2006, the Township will provide at its expense retiree health benefits to qualified retirees as hereinafter provided.

2. To be qualified, an employee must be fifty-five (55) years of age or older with twenty-five (25) years of service with the Township or more, or, sixty-two (62) years of age or older with fifteen (15) years of service with the Township or more.

3. Benefits provided shall be at least equal to those presently in existence for active employees. Benefits will include the spouse and dependent children up to twenty-six (26) years of age.

4. These benefits will pertain to surgical, major medical and hospitalization and will not include other forms of insurance, including, but not limited to dental or vision. Any such ancillary or auxiliary coverage in the form of dental or vision coverage must



be purchased at rates as provided by the Township and to the extent allowed by law and the Township's insurance carriers.

5. Benefits shall terminate upon reaching age of eligibility for Medicare or Medicaid, whichever occurs first.

6. Spouses and dependents will be covered only while the qualified employee is covered and only to the extent that they would be if the qualified employee was still an active employee. Spouses and dependent children up to twenty-six (26) years of age will be covered under major medical. Once the qualified employee is no longer eligible, continued coverage can only be provided by purchase of benefits per COBRA.

7. If the qualified employee, spouse or dependent receives major medical insurance benefits from another source, that person will no longer be eligible for participation in this program.

8. All employees who retire on or after July 1, 2022 shall be provided a retiree prescription plan as determined by the Township. The co-pays shall be as follows:

RX Drug – Retail	\$10/\$25/\$50
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Mail Order 2X Copay (Up to 90 day)	\$10/\$25/\$50
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Further, employees who retire on or after July 1, 2022 shall not have any prescription coverage through the Major Medical—80/20 Plan.

G. Each full-time permanent employee shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township.

H. All employees and retirees shall contribute towards their health benefits at the Year 4 rates set forth in Chapter 78, P.L. 2011. If the contributions increase due to an increase in the cost of benefits, the increased health benefit contributions shall not be effective until the subsequent calendar year.

I. Effective January 1, 2021, the maximum dental benefit shall be \$1,400.00 per year per eligible member. Effective July 1, 2022, the maximum dental benefit shall be \$1,600.00 per year per eligible member. Effective July 1, 2024, the maximum dental benefit shall be \$1,800.00 per year per eligible member.

J. The Township shall maintain its current level of coverage for liability insurance.

K. Employees hired after January 1, 2011 will receive health benefits as described above for employee only upon retirement. The employee will be able to purchase at their expense at the Township's coverage rate for their spouse and or dependents.

L. Direct Reimbursement Program:

Effective July 1, 2017, the Township shall institute a reimbursement program (or another mutually agreed upon mechanism) for employees and shall deposit or provide the following amounts:

Effective July 1, 2017 - individuals \$50.00; 2 or more persons \$100.00 per year. Effective January 1, 2019- individuals \$125.00; 2 or more persons \$250.00 per year.

The funds provided through the reimbursement program can be used to cover out of pocket co- pays for doctor's visits that exceed the co-pay amounts that were in effect prior to July 1, 2017. There will be no carryover funds in this account from year to year.

M. While this agreement established a maximum benefit level (Plan 1) that the Township must provide to employees hired prior to September 1, 2021, and a new maximum benefit level (Plan 2) that the Township must provide to employees hired on or after January 1, 2022, the CWA also recognizes that the Township has developed additional cost-effective plans (Plan 3 and Plan 4) that may be utilized at the employee's option. All four (4) plans are outlined in Schedule B. The CWA endorses these plans as a proactive step to minimize the cost of health benefits to the employee and the Township. Any savings realized by the Township from the preceding year for any employee choosing (Plan 4) will be evenly split with all current CWA members in the subsequent year. Half (50%) of the savings that is realized by the Township shall be deposited by the Township into a Flexible Spending Account for each employee, for use at their discretion for qualified expenses as prescribed by law. Employees may elect to add funds to their respective FSA(s), up to the statutory maximum. If the employee elects to deposit funds, the Township deposited funds will be used prior to the individual employee's contributions for all health care costs

N. All employees hired on or after January 1, 2022 shall be afforded Plan 2 health benefits for their base health insurance. Plan 2 is outlined in Schedule B attached hereto. Active employees will be afforded the option to buy up to Plan 1 at their sole cost. Buy up payment is the difference between the overall cost of Plan 1 and Plan 2. In the event an active employee buys up, the active employee shall pay for the difference in the overall cost between Plan 1 and Plan 2 and in addition to the health benefits contribution associated with Plan 2.

O. Employees in the Plan 1 shall be required to pay a \$100 hospital-ER co-pay effective July 1, 2022.

**ARTICLE XX**  
**PENSIONS**

The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this agreement under the Public Employees Retirement System, pursuant to the provisions of the Statutes and Laws of the State of N.J.

## ARTICLE XXI

### NO STRIKE - NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Township departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be, and that the Union, its officers, members, agents or principals, will not engage in, encourage, sanction or suggest, strikes, slowdowns, job actions, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

C. The Township shall have the right to discipline any employee encouraging or causing a strike, slow down or other such interference.

D. The Township agrees that there will be no lockout of employees during the term of this agreement.

**ARTICLE XXII**  
**MISCELLANEOUS**

A. The Union shall have the use of a bulletin board on the premises for posting of notices relating to Union meetings, official business, and social functions. The Union agrees that no notice shall be posted that is in poor taste, discriminatory, slanderous, etc.

B. Unless elsewhere provided herein, it is specifically understood that this Agreement may not be modified without the written joint consent of the Union and the Township.

C. The Township agrees to reimburse employees for the costs associated with the attainment of the Commercial Driver License (CDL) and H2O/wastewater and the annual maintenance fee for the CDL and H2O/wastewater. Employees shall renew their CDL license on their own time.

D. The Township agrees to replace or repair any personal safety items authorized for wear, i.e. prescription glasses that should become damaged while performing assigned duties, unless the damage occurred due to the negligence of the employee.

E. The Township will endeavor to provide training on existing and new equipment to all employees within the division or work area where such equipment will be utilized.

F. Out of Title

When an employee, at the request of the Director, temporarily fills a supervisory vacancy, he/she will receive an increase often (10%) percent of base pay for hours spent filling such vacancy. When an employee is requested to assume the duties of a higher title such as Mechanic or Tradesman he/she will be compensated at that rate of pay for such hours worked, in accordance with his/her grade and the Salary Guide.

G. Pesticide License:

Employee(s) that hold and use pesticide licenses for the benefit of the Township will receive an annual sum of Five Hundred and xx/100 (\$500.00) Dollars. The Township reserves the right to limit this to no more than two (2) employees. This shall be payable in a lump sum in the first payroll of November.

H. Water Division Licenses:

Employees working in the Water Division will be reimbursed for the cost of courses and fees to obtain and maintain such licenses. Reimbursement will be contingent upon the employee obtaining prior approval from the Township before taking a course and proof of successful

completion.

I. Tradesman Position:

A new title of Tradesman will be established. Employees may make application for Tradesman by documenting skills and experience. However, determining the number of Tradesman positions to be filled, and who the successful candidates are, shall rest with the Township. This position will replace the term "Construction Mechanic" as cited in Article XXV Item J.

**ARTICLE XXIII**  
**MANAGEMENT RIGHTS**

A. 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 the 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 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 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 nonproductive 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.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules 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.

C. 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.

D. The Township agrees to give notice to the employees seven (7) days in advance of any change in such rules and regulations, except in emergency situations. The employee's representative has the right to request a meeting to discuss any such changes.



**ARTICLE XXIV**  
**SAVINGS CLAUSE**

If any provisions of this Agreement are adjudicated to be illegal, unlawful or in violation of any existing law, no other portion, or provision or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

**ARTICLE XXV**  
**WAGES, ADVANCEMENT IN GRADE,**  
**PERSONNEL FILES**

A. Effective July 1, 2021, a general wage increase of two (2.0%) percent shall be applied to the hourly rate step guide.

B. Effective April 1, 2022, a general wage increase of two and one-half (2.5%) percent shall be applied to the hourly rate step guide.

C. Effective January 1, 2023, a general wage increase of two and one quarter (2.25%) percent shall be applied to the salary guide.

D. Effective January 1, 2024, a general wage increase of two and one quarter (2.25%) percent shall be applied to the salary guide.

E. Effective January 1, 2025, a general wage increase of two and one quarter (2.25%) percent shall be applied to the salary guide.

F. A schedule of hourly rates and/or annual salaries for all grades and classes of employees for the term of this agreement is appended hereto as "Schedule A".

G. The Township agrees that it will continue to recognize three (3) positions to perform specialty work by certain employees. The three (3) positions are: "Sign Mechanic"; "Body Mechanic"; and "Construction Mechanic". These positions will remain in effect for such time as the employees perform such specialty work.

H. The Township will designate the "Sign Mechanic," "Construction Mechanic," and "Maintenance Mechanic" who will be compensated at the mechanic rate of pay, effective 1-1-94.

I. The Township will designate a "Senior Dispatcher" as of January 1, 2000, with a rate of pay equal to the Senior Mechanic rate of pay.

J. Employees shall be eligible for progression in grade provided they receive satisfactory annual evaluations.

The Township may, in its discretion, upgrade employees in advance of, or excess of the schedule set forth below.

An evaluation will be conducted, and the results made known to the affected employee, at least sixty (60) days prior to his anniversary date. The employee may request a meeting with the Superintendent or Chief of Police, as appropriate, and/or the Administrator to discuss the evaluation.

Any disagreement regarding an employee's evaluation and subsequent denial of upgrade

shall not be subject to binding arbitration. The final decision on any evaluation dispute shall be made by the Township Administrator.

The Supervisors of the Department shall endeavor to make an employee aware of any sub-standard job performance factors which, if not corrected, could result in denial of upgrade. An employee's efforts to correct such problems shall be considered at the time of upgrade eligibility.

The Township shall make all periodic performance evaluations fair and objective, and such evaluations shall contain specific information concerning the employee's performance.

An employee shall have the right to review his personnel file in the office of the Personnel Director by notifying, as appropriate, either the Superintendent of Public Works or the Chief of Police.

Disciplinary actions or notices shall be removed from an employee's personnel file after two (2) years, except for suspensions greater than two (2) days and matters involving repetitive conduct, which shall remain in the file indefinitely.

K. A Water License stipend of \$2,000.00 will be provided to two (2) Water Operators as determined by the Township Administrator.

**ARTICLE XXVI**  
**DISPATCHERS**

Full-time Police Dispatchers shall be entitled to all of the provisions of this agreement generally applicable to non-dispatch employees. The following clauses are intended to clarify and consolidate contractual provisions that are specific to Dispatchers and does not diminish any of the rights or benefits provided in the remainder of the contract.

1. Hours of Work and Overtime:

In order to provide for the necessary and efficient operation, Police Dispatchers will be required to work schedules providing 24 hour seven days a week coverage. Their normal work schedule shall consist of (5) eight (8) hour days or (4) ten (10) hour days or any combination of days and hours not to exceed forty (40) hours per workweek. Under normal conditions, a meal break will be provided as part of the workday. If a Dispatcher is called in when off duty, he/she will receive minimally four (4) hours pay for work at the rate he/she normally would receive as if he/she had worked the four hours.

Changes in the overall existing daily or weekly work schedule for Dispatchers, which may be necessitated for efficient operation of the workforce will, prior to the implementation of such changes, be provided to the union in writing. The union shall have the right to submit written recommendations and to discuss the changes with the Chief of Police. These changes will be provided at least thirty (30) days prior to the implementation. This will not apply to an administrative change.

Time and one half (1 1/2) the employees regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any work week. For Dispatchers on a regular ten hour per day schedule overtime will be paid after ten hours in a day. For the purposes of calculating overtime, earned time off such as holidays, sick time, vacation, personal days, etc.; will be considered time worked.

For dispatchers, overtime shall be offered on a rotating basis to both full-time and part-time dispatchers and shall be distributed as equally as practicable among the employees that are qualified to do the work. The overtime list will be ordered by seniority. Overtime work offered but refused, shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. Overtime will be offered via rotation to both full and part-time employees. Part-time employees will be offered overtime assignments to fill voids in the regular

schedule due to vacations and other pre-scheduled openings, however part-time employees will not be called to fill overtime shifts for unscheduled events such as sick time and emergencies, prior to all full-time employees being offered such overtime first. A shortage of manpower does not constitute an emergency on the desk.

Compensation time may be accumulated in lieu of overtime pay up to a maximum of eighty (80) hours. Compensatory time used may be replenished up to the maximum. Requests to use compensatory time will be handled in the same manner as vacation time. In the case of a FEMA event where reimbursement is dependent upon paid hours of work, the accrual of comp time may be suspended for such hours. The employer reserves the right to pay out unused comp time at the end of the calendar year, with the exception that comp time earned in the month of December may be carried into the new year.

2. Vacation:

A request by a full-time Dispatcher for a vacation day on a shift where another full-time Dispatcher will be working will not be denied unreasonably. An emergency personal day may be used with a minimum of twenty-four (24) hours' notice with the approval of the supervisor. Each Dispatcher shall submit in POSS the requested vacation days prior to Jan 31st. Dispatchers submitting vacation requests after January 31st shall not be entitled to "bump" a vacation day already scheduled prior to Jan 31st

3. Holidays:

Police Dispatchers will work their assigned schedules regardless of recognized holidays. Each Dispatcher will receive compensation at straight time rate for the (13) thirteen holidays recognized above for Public Works employees, as well as Easter Sunday, for a total of fourteen (14) holidays. The holiday pay for Dispatchers will be included in base salary.

A stipend of \$1,000.00 shall be added to the Dispatcher Salary Guide steps effective July 2021 and shall become part of the pensionable base. Dispatchers working on the actual day of Christmas or Thanksgiving will be compensated at double time for hours worked. Premium pay for hours worked on Christmas and Thanksgiving shall only apply to shifts that start on the actual day and not to shifts that begin prior to the day and carry over past midnight into the actual holiday. Dispatchers are not eligible for premium pay on any other holidays.

For example: a shift that begins at 2300 the day before Thanksgiving and ends at 700 on Thanksgiving morning will not be eligible for holiday premium pay. A shift that begins at 1700

on Thanksgiving Day and ends at 300 of the next day is eligible for premium pay for all hours worked on the shift.

4. Uniforms:

Effective 1/1/2017, Dispatchers shall receive a uniform and shoe allowance of Five Hundred and xx/100 (\$500.00) Dollars. They shall be provided uniform cleaning once per week for up to four (4) pants and shirts.

5. Lead Dispatcher

A Senior Dispatcher position will be held by a non-sworn member of this department.

The Senior Dispatcher will be responsible for the day-to-day operations of the Communications Division of the Wall Township Police Department and provide direct line supervision of all Dispatchers. The Senior Dispatcher will be directly accountable to the shift patrol squad supervisor and under the Department's established chain of command. The Senior Dispatcher will be compensated at the same salary as Senior Mechanic.

## ARTICLE XXVII

### PART-TIME EMPLOYEES

1. Regular Part-time employees are defined as those who work an average of twenty (20) or more hours per week, averaged over a calendar quarter. In lieu of all earned time provisions contained elsewhere in this agreement, such employees will be entitled to eight (8) hours of paid time off per calendar quarter.
2. Part-time employees will not be entitled to longevity under this agreement.
3. These provisions do not apply to seasonal employees working less than four (4) consecutive months.

#### **DURATION OF AGREEMENT**

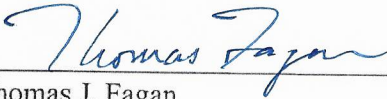
This agreement shall remain in full force and effect from January 1, 2021 through December 31, 2025, and shall thereafter be continued in full force and effect from year to year unless notice of termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days prior to December 31, 2025 or, December 31st of any subsequent year. Upon receipt of such notice, a conference will be arranged for on a mutually agreeable date.


[REMAINDER OF PAGE LEFT INTENTIONALLY  
BLANK, SIGNATURES ON NEXT PAGE.]




In WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this 30<sup>th</sup> day of ~~September~~ <sup>NOVEMBER</sup>, 2022.

**COMMUNICATIONS WORKERS OF AMERICA**

  
\_\_\_\_\_  
Thomas J. Fagan  
CWA LOCAL 1075

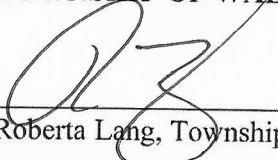
  
\_\_\_\_\_  
David Wobser  
Chief Steward


**UNION NEGOTIATING COMMITTEE**

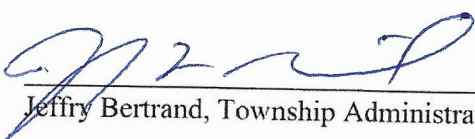
  
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**TOWNSHIP OF WALL**

  
\_\_\_\_\_  
Roberta Lang, Township Clerk

  
\_\_\_\_\_  
Kevin P. Orender, Mayor

  
\_\_\_\_\_  
Jeffry Bertrand, Township Administrator

## SCHEDULE A

Part-Time	7/1/2021	4/1/2022	1/1/2023	1/1/2024	1/1/2025
<b>Laborer/Meter</b>					
1	14.93	15.30	15.64	16.00	16.36
2	15.23	15.61	15.96	16.32	16.68
3	15.61	16.00	16.36	16.73	17.11
4	15.85	16.24	16.61	16.98	17.36
5	16.29	16.69	17.07	17.45	17.84
6	16.69	17.11	17.49	17.89	18.29
<b>Dispatcher</b>					
1	22.59	23.16	23.68	24.21	24.76
2	23.04	23.62	24.15	24.69	25.25
3	23.62	24.21	24.76	25.31	25.88
4	23.97	24.57	25.13	25.69	26.27
5	24.65	25.26	25.83	26.41	27.01
6	25.26	25.89	26.47	27.07	27.67
<b>Mech/Trades</b>					
1	20.22	20.73	21.19	21.67	22.16
2	20.63	21.14	21.62	22.10	22.60
3	21.14	21.67	22.16	22.65	23.16
4	21.46	22.00	22.49	23.00	23.52
5	22.05	22.60	23.11	23.63	24.16
6	22.60	23.17	23.69	24.22	24.77
<b>The above part-time hourly rate guide shall be effective on July 1, 2021.</b>					
<b>Part-time employees will be eligible for grade progression on their anniversary date. The title of part-time Recycling Center Attendant will be added to the salary guide at the Laborer level.</b>					

**Full-Time Salary Guide 2021-2025**

<u>Grade or Step</u>	<u>2.00%</u> <u>7/1/2021</u>	<u>2.50%</u> <u>4/1/2022</u>	<u>2.25%</u> <u>1/1/2023</u>	<u>2.25%</u> <u>1/1/2024</u>	<u>2.25%</u> <u>1/1/2025</u>	
Probationary	34359	35218	36010	36820	37649	
1	46145	47299	48363	49451	50564	
2	57718	59161	60492	61853	63244	
3	68361	70070	71647	73259	74907	
4	72433	74244	75914	77622	79369	
5	76124	78027	79783	81578	83413	
6	78172	80126	81929	83772	85657	
Mechanic & Tradesman						
Probationary	46145	47299	48363	49451	50564	
1	57718	59161	60492	61853	63244	
2	68361	70070	71647	73259	74907	
3	72455	74267	75938	77646	79393	
4	76124	78027	79783	81578	83413	
5	78172	80126	81929	83772	85657	
6	83886	85984	87918	89896	91919	
Sr. Mechanic	86410	88571	90564	92601	94685	
1000						
Dispatcher	Adjustment					
1	59477	60666	62183	63582	65013	66476
2	61718	62952	64526	65978	67462	68980
3	67507	68857	70579	72167	73791	75451
4	71826	73263	75094	76784	78511	80278
5	79647	81239	83270	85144	87060	89019
Sr. Dispatcher	85716	87430	89616	91633	93694	95802

# **SCHEDULE B**

