

4/20/12

AGREEMENT

BETWEEN

TOWNSHIP OF FREEHOLD

MONMOUTH COUNTY, NEW JERSEY

AND

COMMUNICATIONS WORKERS OF AMERICA,

CWA LOCAL 1038

JANUARY 1, 2012 THROUGH DECEMBER 31, 2016

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PREAMBLE

This Agreement entered into this 3 day of May, 2012, 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 1038, 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.
- I. **The employee** that is assigned to the Tuesday through Saturday shift to assist the Recycling employees shall be chosen and or assigned, in order of seniority, on a voluntary basis.

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).

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"). In the event that there is ever determined to be a conflict between the language of this Article and the Law, the provisions of the Law will govern.
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 will be phased in over a four (4) year period during the term of this Agreement. Each member's contribution will be phased in one-quarter per year until the maximum percentage required by law is reached. In the fifth year of this Contract (2016), benefit contributions will be frozen at the percentages paid in Year 4 (2015)

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. For reference, the contribution schedules will be as detailed in the legislation as of the date of ratification of this contract.

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

- i. For Employees hired after 1/1/2010, the benefits extended to retirees and their spouses shall cease individually, upon each individual 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

Employees hired after January 1, 2012 shall follow the following chart upon being hired:

Level 1:	\$29,000
Level 2:	\$30,500
Level 3:	\$31,750
Level 4:	\$33,500
Level 5:	\$34,500
Level 6:	\$35,200
Level 7:	\$36,750

Once an employee reaches Level 7, he will be subject to the annual increase in the negotiated Agreement for all employees.

Current employees that do not meet the Level 7 salary will fall into the corresponding salary that is directly above their current annual salary and will follow year to year until they reach Level 7. A year begins on January 1st of each Contract year, regardless of start date. All Level and Classification increases shall be effective January 1, 2012.

The following minimum salaries will apply for the following positions in the Contract:

Laborer	Entry Chart*
Building Maintenance Worker	Entry Chart*
Public Works Repairer	Entry Chart*
Recycling Operator	Entry Chart*
Motor Broom Driver/Public Works Repairer	\$42,250
Sign Maker	\$43,000
Senior Recycling Operator	\$44,000
Equipment Operator	\$40,000
Senior Equipment Operator	\$43,500
Senior Public Works Repairer	\$47,000
Mechanic	\$49,000
Sewer Repairer/Water Repairer	Entry Chart*
Water Meter Reader/Repairer	Entry Chart*
Senior Sewer Repairer/Senior Water Repairer	\$42,250
Water Treatment Plant Operator (WTPO)	\$43,000
Sewer & Water Repairer/WTPO	\$48,500
Senior Sewer Repairer/Senior Water Repairer (SWTPO)	\$50,000

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.

Any Public Works Department employee with fourteen (14) years of seniority, that doesn't receive a Level or Classification increase, will receive a one-time \$500 bonus, as will anyone who reaches fourteen (14) years during the life of this Contract.

These minimum salaries will remain in place for the life of the Contract and may be adjusted in successor Agreements. They will not increase incrementally year to year.

Salary increases, for employees that exceed Level 7 salary above, are as follows for a five-year Agreement:

2012	1.50%
2013	1.50%
2014	1.50%
2015	1.75%
2016	2.00%

Licenses shall be revised to the following schedules:

	<u>2012-2014</u>	<u>2015-2016</u>
C-1	\$ 475	\$ 525
C-2	\$ 575	\$ 625
C-3	\$1,025	\$1,075
W-1	\$ 475	\$ 525
W-2	\$ 575	\$ 625
W-3	\$1,025	\$1,075
T-1	\$1,150	\$1,225
T-2	\$1,675	\$1,750
T-3	\$1,800	\$1,900
T-4	\$2,250	\$2,450

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

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.

ARTICLE XVI

LONGEVITY

A. In addition to the salary as noted in Article XIII, longevity pay will be paid during the term of this Agreement.

B. Longevity shall increase to the per annum amount as follows:

On the Employee's	Longevity Increases to:
	2012-2016
5th Anniversary	\$1,350
10th Anniversary	\$1,650
15th Anniversary	\$2,150
20th Anniversary	\$2,650
25th Anniversary	\$3,150

C. For employees hired after January 1, 2012, there will be no payment for longevity

D. Longevity pay shall be included in the employee's base salary for pension and overtime purposes.

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 \$12.00
- 2. Lunch \$12.00
- 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

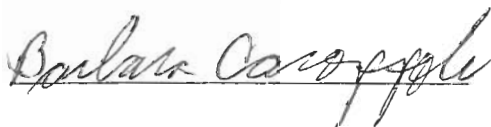
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall effect to and including December 31, 2016 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, 2012. 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.

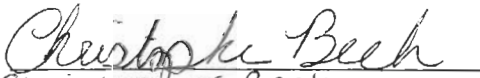
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 3 day of may, 2012,


COMMUNICATIONS WORKERS
AMERICA, CWA LOCAL 1038


Kevin Tauro, VP, Local 1038

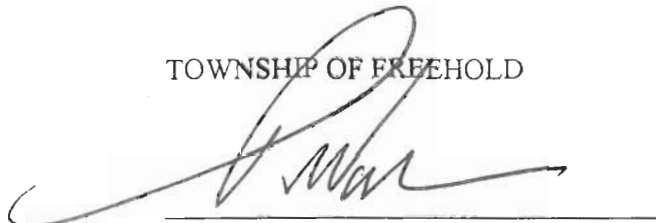


ATTEST:

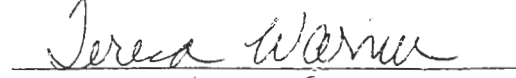

Christopher Beeh
Chief Shop Steward


Robert Boyd
Chief Shop Steward

TOWNSHIP OF FREEHOLD


Peter R. Valesi, Township Administrator

ATTEST:


Teresa Warner
Township Clerk