TOWNSHIP OF WALL

RESOLUTION NO. 22-0212

AUTHORIZATION TO RATIFY THE MEMORANDUM OF UNDERSTANDING WITH THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1075 (CWA) FOR THE PERIOD JANUARY 1, 2021, THROUGH DECEMBER 31, 2025

WHEREAS, the collective negotiations agreement between the Township of Wall (hereinafter referred to as "Township") and Communications Workers of America, Local 1075 (hereinafter referred to as "CWA") expired on December 31, 2020; and

WHEREAS, the Township and the CWA have negotiated and agreed upon the terms to a successor collective negotiations agreement set forth in the Memorandum of Agreement executed on February 2, 2022 attached hereto as exhibit A; and

WHEREAS, the Memorandum of Agreement was ratified by the members of the CWA on February 7, 2022; and

WHEREAS, the Township of Wall is desirous of ratifying the agreed upon terms to the successor collective negotiations agreement set forth in the Memorandum of Agreement executed on February 2, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wall, County of Monmouth and State of New Jersey that the Memorandum of Agreement executed on February 2, 2022 with CWA for the period from January 1, 2021 through December 31, 2025 is hereby ratified.

BE IT FURTHER RESOLVED, that all Township officials including, but not limited to the Mayor, the Township Administrator and the Municipal Clerk, are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

I, Roberta Lang, Municipal Clerk of the Township of Wall in the County of Monmouth and the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of the Township of Wall in the County of Monmouth in the State of New Jersey at a meeting held on February 9, 2022.

Roberta M Lang

Roberta Lang, RMC
Municipal Clerk

2/2/22

Memorandum of Agreement
Between
Wall Township & CWA Local 1075

The negotiation committees of the Township of Wall and CWA Local 1075 agree to the terms of this Memorandum of Agreement as set forth below:

1. Article II – Union Security:

a. Delete in its entirety and replace with the following:

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 member ship 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" from 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 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, date 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.

2. Article IV – Hours of Work & Overtime:

a. Add clarification headers to Sections as needed.

b. Section A: move last two paragraphs of Section A, and all of Section D, to Dispatch Article.

c. Section A: The following language should be modified as follows:

"Double time (2X) ~~the~~ 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."

d. Section C – On Call Assignments shall be modified as set forth below:

Weekday **$35**
Weekend **$50**
Holiday **$65**

e. Section G: Delete meal allowance in its entirety.

3. Article V – Call In and Snow Removal:

a. Modify 3rd paragraph, as follows:

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 ~~plow snow~~ **work** and begins at 11:00 PM on a Tuesday and continues to work through to 6:00 PM 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 PM to 7:00 AM (8 hours). From 7:00 AM to 3:30 PM (8 hours excluding lunch), the employee shall be paid his regular rate of pay. Finally from 3:30 PM to 6:00 PM (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 ~~plow snow~~ **work** and begins at 11:00 PM on a Friday and continues to work through to 6:00 PM Saturday. The employee shall be compensated at one and one half his rate of pay for the period of 11:00 PM Friday to 3:00 PM Saturday (16 hours) as he was not scheduled to work on Saturday. Finally from 3:00 PM to 6:00 PM (3 hours), the employee shall be paid at a rate of twice his regular rate of pay.

b. Move the "Compensatory Time" paragraph from Article V to Article IV.

c. Add the following language (add as last sentence to existing paragraph) to the "Compensatory Time" paragraph which is now included in Article IV:

"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 1st."

4. Article IX – Vacations:

a. Section A – Add the following language:

.Employees hired after 1/1/2021, commencing with the third (3rd) 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 (6th) month anniversary, unless approved by management. In the 5th year, such employees will move to the regular schedule per Section B.

b. New Section I:

Vacation may be requested in up to three (3) consecutive week increments. Employees hired after 1/1/2021 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 on operational needs and ability to grant vacation requests fairly across the workforce. Vacation requests will not be unreasonably denied.

c. Delete the following language in its entirety:

"Full-time employees may carry over vacation for one month only, subject to approval of the department head. Effective January 1, 2017, one (1) week of accrued and unused vacation may be carried over 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."

Replace with the following:

"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."

5. Article X – Dispatch Holidays:

a. Move holidays for dispatchers to Article XXVI and delete the following language in its entirety:

"Police Dispatchers will work their assigned schedules regardless of recognized holidays. Each dispatcher will receive compensation at straight time rate for the thirteen (13) 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."

6. Article XV – Separation: a. 3rd paragraph add the following language:

"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."

7. Article XIX – Insurance:

a. Delete Section H in its entirety and replaced with the following:

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.

b. Section I – Delete in its entirety and replace with the following:

Effective January 1, 2021, the maximum dental benefit shall be $1,400 per year per eligible member. Effective July 1, 2022, the maximum dental benefit shall be $1,600 per year per eligible member. Effective July 1, 2024, the maximum dental benefit shall be $1,800 per year per eligible member.

c. New Section N:

All employees hired on or after September 1, 2021 shall be afforded Plan 2 health benefits for their base health insurance. Plan 2 is outlined in Appendix A 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.

d. New Section O:

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

e. Section F, new subsection 8:

All employees who retire on or after January 1, 2023 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
Mail Order 2X Copay (Up to 90 day)	$10/$25/$50

Further employees who retire on or after January 1, 2023 shall not have any prescription coverage through the Major Medical – 80/20 plan.

f. Section M – Delete 1st sentence in its entirety and replace with the following:

"While this agreement established a maximum benefit level (Plan 1) that the Township must provide to ~~our members~~ 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 September 1, 2021, the CWA also recognizes that

the Township has developed ~~three~~ additional cost-effective plans (Plans 3 & 4) that may be utilized at the employee's option."

8. Article XXV – Salary:

a. Salary increases as follows:

7/1/2021 = 2.0%

4/1/2022 = 2.5%

1/1/2023 = 2.25%

1/1/2024 = 2.25%

1/1/2025 = 2.25%

b. Add New Section N:

A Water License stipend of $2000 annually will be provided to two (2) Water Operators as determined by the Township Administrator.

c. The title of part-time Recycling Center Attendant will be added to the salary guide at the Laborer Level.

d. Part time hourly rates will be in accordance with Appendix B attached herewith.

9. XXVI – Dispatchers[1]:

a. Add the following language to Section 3:

A stipend of $1000 shall be added to the Dispatcher Salary Guide steps effective July 2021 and become part of the pensionable base. Dispatchers working on the actual day of Christmas and 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 carryover 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 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 day is eligible for premium pay for all hours worked on the shift."

b. Section 1 delete the following language in its entirety:

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

10. The parties acknowledge that the terms and conditions are subject to ratification, by the Township of Wall Committee and CWA 1075.

[1] The CWA shall withdrawal its holiday grievance previously served on the Township Administrator on July 29, 2021 with prejudice in response to the terms of this MOA.

11. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

12. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

13. All provisions of the January 1, 2016, through December 31, 2020, collective bargaining agreement that are not modified herein shall remain unchanged in the successor agreement.

In witness whereof, this Memorandum of Agreement is executed on February __, 2022.

CWA 1075

2/2/2022

Township of Wall

2/2/22

Appendix A

WALL TOWNSHIP:

Benefit Options	Plan 1		Plan 2		Plan 3		Plan 4	
	Standard Chapter 78 Contributions		Standard Chapter 78 Contributions		Standard Chapter 78 Contributions		Standard Chapter 78 Contributions	
	Current Plan Offering		ADDITIONAL Plan Offering		ADDITIONAL Plan Offering		ADDITIONAL Plan Offering (HSA Compatible)	
Annual deductibles and maximums	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Primary Referral Required	No	n/a	No	n/a	YES	n/a	No	n/a
Coinsurance	100%	Plan Pays 80%	100%	Plan Pays 80%	100%	Plan Pays 50%	100% after deductible	Plan Pays 50%
Plan Year Plan Deductible • Individual / Family	$0	$100 / $200	$0	$500 / $1,000	$0	$7,500 / $15,000	$2,500 / $5,000	$7,500 / $15,000
Coinsurance Out-of-pocket Maximum • Individual / Family	$400 / $800	$400 / $800	$2,000 / $4,000	$2,000 / $4,000	$2,000 / $4,000	$30,000 / $60,000	$6,350 / $12,700	$30,000 / $60,000
Benefits	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network
Physician Services								
Office Visit • Primary / Specialist	$30 / $30 per visit	80% after deductible	$30 / $30 per visit	80% after deductible	$30 / $50 per visit	50% after deductible	100% after deductible	50% after deductible
Physician Services • In hospital visits	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Preventive Care								
Routine Preventive Care	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100%	50% after deductible
Mammogram, PSA, Pap Smear & Maternity Screening	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100%	50% after deductible
Inpatient Hospital Facility Services								
Semi-private room and board and other non-physician services	100%	80% after deductible	100%	80% after deductible	100% after $250 Copay	50% after deductible	100% after deductible	50% after deductible
Inpatient Professional Services	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Outpatient Services								
Outpatient Surgery (facility charges)	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Outpatient Professional	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Physical, Occupational, Cognitive & Speech Therapy	$30 Copay	80% after deductible	$30 Copay	80% after deductible	$50 Copay	50% after deductible	100% after deductible	50% after deductible
Chiropractic Care	$30 Copay	80% after deductible	$30 Copay	80% after deductible	$50 Copay	50% after deductible	100% after deductible	50% after deductible
Lab and X-ray	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Emergency and Urgent Care								
Hospital Emergency Room	$100 copay		$100 copay		$100 copay		100% after $100 Copay , after deductible	
Ambulance	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Urgent Care Services	$30 Copay		$30 copay		$50 copay		100% after $100 Copay , after deductible	
Prescription Coverage - All Plans								
Retail - 30 Day Supply	$10 Generic - $20 Preferred Brand - $30 Brand		$10 Generic - $25 Preferred Brand - $50 Brand		$20 Generic - $40 Preferred Brand - $60 Brand		$20 Generic - $40 Preferred Brand - $70 Brand after Deductible	
Mail Order - 90 Day Supply	1x Retail		2x Retail		2x Retail		2x Retail	
Monthly Rates - All Plans								

WALL TOWNSHIP

Appendix B

Last Name	First Name	Hire Date	Comments	2021 Rate actual	7/1/2021 adjusted	inc
Ahlers	Edwin	4/1/2011	PT-Recycling	15.61	16.69	1.08
Amato	Anthony J.	2/3/2017	PT-Recycling	14.93	15.85	0.92
D'Andrea	Ross	4/1/2011	PT-Meter Reader	15.61	16.69	1.08
Davenport	William	5/1/2019	PT-Recycling	14.31	15.61	1.30
DeSarno	Gary	5/24/2018	PT-Recycling	14.56	15.85	1.29
Hall	Thomas	5/24/2018	PT-Recycling	14.56	15.85	1.29
Karpinski	Joseph S.	3/12/2015	PT-Meter Reader	15.61	16.69	1.08
Kessler	Dean	1/28/2021	PT-Recycling	13.96	14.93	0.97
Malone	Robert John	5/24/2018	PT-Recycling	14.56	15.85	1.29
Megill	Earl	5/9/2011	PT-Recycling	15.61	16.69	1.08
Moore	Kenneth G.	7/23/2015	PT-Recycling	15.61	16.69	1.08
Palmer	Frank	5/1/2019	PT-Recycling	14.31	15.23	0.92
Rogers	Jeffrey	6/25/2020	PT-Recycling	13.96	15.23	1.27
Spearer	Trevor	6/1/2020	PT-Recycling	13.96	15.23	1.27
Casias	Nicholas	10/15/2020	PT-Dispatch	21.13	22.59	1.46
Cortese	Candace	6/10/2021	PT-Dispatch	21.13	22.59	1.46
Crosio	John	4/26/2018	PT-Dispatch	22.26	23.97	1.71
Fuller	Kelly	10/14/2021	PT-Dispatch	21.13	22.59	1.46
Griffin	Kymberly	7/25/2019	PT-Dispatch	21.55	23.04	1.49
Vacchiano	Valerie	12/13/2018	PT-Dispatch	22.04	23.62	1.58
Weber	Michael	2/25/2021	PT-Dispatch	21.13	22.59	1.46

Part-Time		7/1/2021	4/1/2022	1/1/2023	1/1/2024	1/1/2025
Laborer/Meter						
	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
Dispatcher						
	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
Mech/Trades						
	1	20.22	20.73	21.19	21.67	22.16
	2	20.63	21.14	21.62	22.10	22.60

WALL TOWNSHIP

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

The above Part Time hourly rate guide will be effective 7/1/2021
Part Time employees will be eligible for grade progression on their anniversary date.