

**THIS MEMORANDUM OF AGREEMENT**

**by and between  
THE BOROUGH OF RED BANK  
and  
CWA Local 1075 Supervisors**

**WITNESSETH**

**The following agreements and covenants:**

1. The Borough of Red Bank (the "Borough") and CWA Local 1075 Supervisors (the "CWA Supervisors") having reached a tentative settlement for a successor Collective Negotiations Agreement as set forth below, shall recommend the terms of this memorandum through their respective bargaining committees to the Borough's governing body and the CWA Supervisors' general membership, and this memorandum shall be subject to ratification by the Borough and the CWA Supervisors' general membership.
2. This Memorandum of Agreement sets forth the agreements and understandings of the two Parties, and these agreements and understandings shall be embodied formally in a properly drawn successor Collective Negotiations Agreement (the "new Contract" or "Agreement").
3. The new Contract shall be in force and effect from January 1, 2021 through December 31, 2025.
4. All contract sections referred to below refer to the structure of the current Contract. Unless otherwise indicated herein, all terms, conditions, and provisions of the current Collective Negotiations Agreement (expired on December 31, 2020) between the Parties shall remain in full force and effect (the status quo), except as expressly modified or changed by the terms set forth in this Memorandum of Agreement (MOA). Any and all proposals not otherwise memorialized in this MOA are deemed withdrawn by the Parties.
5. Global Changes: Conform dates throughout the Agreement, update table of contents and pagination as needed to reflect new term of the contract, correct typographical errors.
6. Section 14 - SALARIES  
Subsections A and B shall be revised to reflect effective January 1, 2021 - 2% increase (retroactive); effective January 1, 2022 - 2.75% increase; effective January 1, 2023 - 2.75% increase; effective January 1, 2024 - 2.75% increase; and effective January 1, 2025 - 2.75% increase. As of January 1, 2022, January 1, 2023, January 1,

2024, and January 1, 2025, each employee who falls under Subsection B is entitled to a \$800 flat allowance, which shall be calculated prior to the 2.75% raise.

The respective updated salary guides are attached hereto as the Appendix.

**7. Section 24 - PERSONAL DAYS**

Subsection A revised to reflect entitled to 5<sup>th</sup> Personal Day for 2022-2025.

Subsection D revised to reflect new proration in 2022-2025 based on 5 personal days per 12 months of service.

**8. Section 11 - UNIFORMS**

Subsection A revised to reflect that for 2022-2025, each employee is entitled to twice a year work shoes allowance, up to \$200 allowance each time (the parties will continue the practice of the Borough bringing in a vendor, allowing the employees to select work shoes up to the allowance, and the Borough purchasing the shoes on behalf of the employees).

**9. Section 5 - HOURS OF WORK/OVERTIME**

Subsections B(2) revised to reflect that employees are entitled to overtime when they either exceed their normal daily work hours in a given day or exceed 40 hours in a given week (this is prospectively only, and not retroactive to ratification or earlier).  
Add sick time to be included as time worked.

Subsections B(4) revised to reflect that employees are entitled to overtime when they either exceed their normal daily work hours in a given day or exceed 40 hours in a given week (this is prospectively only, and not retroactive to ratification or earlier).  
Add sick time to be included as time worked.

**10. NEW Section – CERTIFICATIONS/LICENSES**

Add the following language as Subsection A:

“The Borough shall annually pay stipends of \$2500 to full-time employees who receive and maintain the following sanctioned certifications or licenses:

Water Operator  
Waste Water Operator  
Fire Investigator”

(this is prospectively only, and not retroactive to ratification or earlier).

Add the following language as Subsection B:

"The Borough shall annually pay stipends of \$1250 to part-time employees that are regularly scheduled to work at least 25 hours per week on average who receive and maintain the following sanctioned certifications or licenses:

Water Operator  
Waste Water Operator  
Fire Investigator"

(this is prospectively only, and not retroactive to ratification or earlier).

Add subsection B all employees who hold a CDL shall be reimbursed for the CDL portion of their license cost.

11. Section 25 MEDICAL BENEFITS -

Subsection A, delete last sentence of paragraph in its entirety ("All eligible employees ... Generic Prescription Plan.")

Delete subsection B(1) because the Cadillac tax has been repealed.

Subsection c, update years.

In subsection D, in no case can the additional compensation exceed the maximum allowed by law.

12. Section 1- Recognition

The borough agrees to abide by the Workplace Democracy Enhancement Act and will amend relevant articles and sections of the contract to reflect the same.

13. Section 4 Dues Deduction/Checkoff-

Provisions for collection of mandatory fair share/ agency shop fees are unconstitutional for public employees under the US Supreme court decision Janus vs AFSCME, 138 S.Ct. 2448(2018).

14. Section 6 Grievance Procedure-

In subsection D make waiver in writing.

In step four set timeline to submit the dispute to arbitration, within 60 days of the Business Administrators step 3 responses.

Add new subsection stating that Failure at any step of this procedure to appeal a grievance to the next step shall be deemed to be acceptance of the decision rendered at that step.

14. Section 10 Union Representation-

In subsection A, add "that must also be no disruption of an employee's performance of his or her duties and be no interference into Employer's operations."

In subsection B, add "there must also be no disruption of any other employee's performance of his or her duties, and be no interference into employer's operations".

Add new subsection "Any changes in policy which impact wages, hours of work and working conditions shall be reported to the union president within 5 days of such a change.

15. Section 15 Longevity- subsection B update years for longevity roll in for those in steps.

16. Section 17 Vacations- subsection C, "The Borough may in its sole discretion permit more than five carryover days in extenuating circumstances and subject to reasonable restrictions for use."

17. Section 18 Sick Leave-

Revise section to bring language in compliance with NJ earned sick leave law, NJSA.

In subsection B(8), additional time provided is in the sole discretion of the borough. Such time shall not be unreasonably denied.

In subsection B(13) and (14), supplemental compensation is payable only upon retirement from a "State administered or locally-administered retirement system."

ATTEST:

FOR THE CWA SUPERVISORS:

WITNESS

Dylan J. [Signature]  
Alvin J. [Signature]

Kevin P. Tanno  
Donal Andrews Jr.

ATTEST:

FOR THE BOROUGH:

WITNESS

[Signature]  
MATTHEW EHRENREICH

[Signature]  
INT. BUS. ADMIN.



## APPENDIX – Salaries

	Librarian/ Foreman/ Supervisors					
		2%	2.75%	2.75%	2.75%	2.75%
	2020	2021	2022	2023	2024	2025
1	\$29.90	\$30.50	\$31.34	\$32.20	\$33.08	\$33.99
2	\$31.14	\$31.76	\$32.64	\$33.53	\$34.46	\$35.40
3	\$32.38	\$33.03	\$33.94	\$34.87	\$35.83	\$36.81
4	\$33.58	\$34.25	\$35.19	\$36.16	\$37.16	\$38.18
5	\$34.68	\$35.37	\$36.35	\$37.35	\$38.37	\$39.43
6	\$35.66	\$36.37	\$37.37	\$38.40	\$39.46	\$40.54
7	\$36.62	\$37.35	\$38.38	\$39.44	\$40.52	\$41.63
8	\$37.58	\$38.33	\$39.39	\$40.47	\$41.58	\$42.73
9	\$39.01	\$39.79	\$40.88	\$42.01	\$43.16	\$44.35
10	\$40.28	\$41.09	\$42.22	\$43.38	\$44.57	\$45.79