

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Borough of Eatontown (herein the "Borough") and Communications Workers of America Local 1075 (herein the "Union.")

Whereas, the Borough and the Union were parties to a collective negotiations agreement ("CNA") with a term of January 1, 2020 through December 31, 2023; and

Whereas, the Borough and the Union have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

Whereas, The Borough and the Union have agreed to the terms of a successor agreement as set forth below and which terms are subject to ratification by the membership of the Union and approval by the Borough Mayor and Council; and

Whereas, the negotiating committees for the Borough and the Union unanimously agree to recommend this agreement for ratification and approval;

Now, Therefore, in consideration of the mutual covenants, promises, and undertakings herein set forth, the parties agree as follows:

1. Article 9: New Section "Overtime shall be split into compensatory time and pay upon the employee's request. This shall be done in hourly intervals."

2. Article 14:

Section 1 and 2: Wage rate schedules shall increase by the following each year of the contract:

Effective January 1, 2024: 3.5% ✓

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Effective January 1, 2025: 3.5%

Effective January 1, 2026: 3.5%

Effective January 1, 2027: 3.5%

Section 6: Employees who hold a Class A CDL, a State-issued pesticide license, or any other specialized license required by the Borough shall receive a \$.75 per hour stipend.

3. Article 16: Section 1: increase the number of floating holidays from two to three.

4. Article 18:

Section 3: amend Paragraph (d) as follows:

Employees hired after July 1, 1999 with fewer than six (6) completed years of service shall be eligible for no more than 10 sick days per year ~~regardless of years of service.~~

Employees hired after July 1, 1999 with six (6) or more completed years of service shall receive 12 sick days per year.”

Section 5: Delete consistent with N.J.S.A. 40A:9-10.2.

5. Article 19:

Section 2: Amend as follows: Effective January 1, 2014, all employees receiving health benefits under this Agreement shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. Effective January 1 of 2024, employee chapter 78 contributions shall decrease by six percent (6%) from the applicable year four contribution rate. This decrease of six percent (6%) shall continue through 2025. Effective January 1, 2026, employee chapter 78 contributions shall decrease by an additional six percent (6%) from the applicable year four contribution rate, for a total of a twelve percent (12%) reduction

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in the employee's chapter 78 contributions. This twelve percent (12%) decrease shall continue through the life of the contract.

~~If Public Law 2011, Chapter 78 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will in no instance be less than 1.5% of his/her salary. if Public Law 2010, Chapter 2 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will be 1.5% of his/her salary or 3% of the premium cost, whichever amount is lesser. The NJDIRECT 15 plan will be the base plan for all employees hired after January 1, 2014. Any employee hired after January 1, 2014 who chooses a more expensive plan must pay the difference in the cost of premium between the plan chosen and the NJDIRECT 15, which cost difference in in addition to the contribution required above. Employees hired prior to January 1, 2014 may select any plan without having to pay the difference between the NJDIRECT15 and the Plan chosen.~~

Section 6(b) amend as follows: Any employee who had 20 or more years in the Pension System as of June 28, 2011 and who retires on or after January 1, 2014, shall have their contribution to health benefits frozen at 1.5% of his/her salary they were making at time of retirement for all retiree health insurance provided under this Agreement. Any employee who had less than 20 years of service in the Pension System as of June 28, 2011, and who retires on or after January 1, 2014, shall contribute to his/her retiree health insurance provided for in this Agreement that amount required under Public Law 2011, Chapter 78. Any employee who retires on or after January 1, 2024, who had less than 20 years of service in the Pension System as of June 28, 2011, who was otherwise subject to

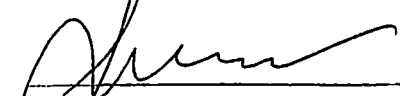
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make contributions in an amount set forth in Public Law 2011, Chapter 78 in retirement pursuant to the preceding sentence, shall have his or her contribution rate decreased by six percent (6%) from the applicable year four contribution rate effective January 1, 2024. This decrease of six percent (6%) shall continue through 2025. Effective January 1, 2026, any employee who retires on or after January 1, 2024, shall have his or her chapter 78 contributions decreased by an additional six percent (6%) from the applicable year four contribution rate, for a total of a twelve percent (12%) reduction in the employee's chapter 78 contributions from the applicable year four contribution rate. This twelve percent (12%) decrease shall continue through the retiree's death, provided said retiree remains eligible for such health coverage. If Public Law 2011, Chapter 78 should be invalidated regarding retiree contributions, the contributions for retiree health insurance received under this Agreement for employees who had less than 20 years of service in the Pension System as of June 28, 2011 will be 1.5% of his/her salary they were making at the time of retirement.

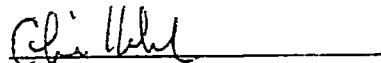
6. Article 30: All permanent, full-time employees shall be entitled to an annual shoe allowance of four hundred dollars (\$400).
7. Article 35: The duration of this contract shall be January 1, 2024, through December 31, 2027.

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For the Borough:


William Lucia III, Administrator


Anthony Telercio Jr., Mayor

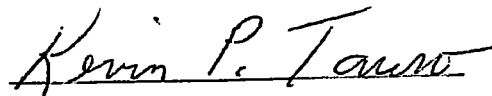

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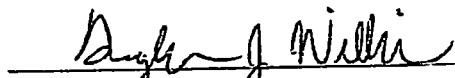
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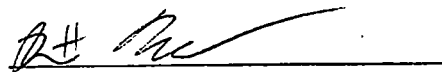
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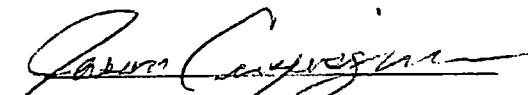
For CWA 1075


Kevin P. Tauro, President


Dylan Wilkinson, Staff Representative


Chris Kohler, Chief Shop Steward


Matt Bruno


Jason Cinquigrana


Jon Pszczola

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