

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LOCAL 1034

AND THE

TOWNSHIP OF BORDENTOWN

FOR THE PERIOD

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

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PREAMBLE

This Agreement, is made and entered into this _____ day of _____ 2003, by and between the Township Committee of the Township of Bordentown, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township", and Communications Workers of America AFL-CIO, Local 1034, hereafter referred to as the "Union",

In Consideration of the mutual promises contained herein, It is Hereby Agreed as Follows:

1. General Purpose:

1.1 This agreement is entered into in order to promote harmonious relations between the Township and the Union to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

1.2 It shall be the mutual objective of the Union and the Township to provide for uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walkout or other job action against the Township.

1.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

ARTICLE I - EQUAL TREATMENT/NON-DISCRIMINATION

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or member shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

ARTICLE II - RECOGNITION OF BARGAINING UNIT

The Township recognizes, in accordance with the Certification issued by the Public Employment Relations Commission, the Union as the sole and exclusive collective negotiating representative for the job titles specified in the Certification issued to the Union by the Public Employment Relations Commission. (PERC).

Specifically excluded are all other employees of the Township.

The Certification issued by PERC on October 17, 1994, known as DOCKET # RO-95-19 has been attached hereto and made part of this agreement as "Attachment A".

ARTICLE III - MANAGEMENT RIGHTS

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon an vested in it, now or hereafter, 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:

2. The executive, management, legislative and administrative control of the Township government and its properties and facilities and the 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.

3. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedule 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.

4. The right of management to make, maintain and amend any and all reasonable rules regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations 10 business days before the implementation of the rules and regulations.

5. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided by law.

7. To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Committee.

8. The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

9. 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 codes in conformance with the Constitutions and laws and administrative of the State of New Jersey and the United States.

ARTICLE IV - GRIEVANCE PROCEDURE

1. A grievance, as used in the Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the New Jersey Department of Personnel, including but not limited to suspension, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

2. No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provision of the Agreement, unless the parties agree in writing to waive the conflicting provision.

3. A day, as used in this section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

4. Prior to an aggrieved person reducing the grievance to writing on the approved grievance forms, attached to this Agreement as "attachment B" the aggrieved person must meet with the immediate supervisor, or the responsible person who issued a decision, or was responsible for the action that was the cause of the grievance, in an informal meeting to discuss the solutions for a remedy to the grievance. Such meeting must take place within ten (10) working days of the occurrence or within ten (10) working days of when the grievant should have become aware of the occurrence.

The supervisor, or responsible person for the grieved action shall issue a decision, in writing to the grievant, within ten (10) working days of the meeting. If no decision is issued within ten (10) working days of the meeting, or if the grievant is not satisfied with the decision, the grievant shall move to the next step of the grievance procedure and place the grievance in writing on the proper forms.

5. The aggrieved person shall reduce the grievance to writing and submit it to the appropriate Department Head within ten (10) working days of the written decision from the informal meeting, or if no decision, within ten (10) working days after the last day of the meeting with the supervisor or responsible person who was responsible for the grievance. The written grievance shall be on the grievance form and shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired, along with any written decision from the informal meeting.

The Department Head shall attempt to adjust the matter within ten (10) working days by meeting with the aggrieved person and shall render a decision in writing, within ten (10) working days of the close of the meeting, with copies to the Township Administrator and to the Union Representative. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Department Head where the written grievance is to be considered by the Department Head.

6. If the aggrieved person is not satisfied with the decision required in Section 5, or if no decision is rendered within the time specified, it shall be presented to the Township Administrator within Ten (10) working days after the decision is rendered or after the expiration of the period provided for in Section 5, if no decision is rendered. The written grievance shall include the information set forth in Section 4, 5 and 6 and shall have attached copies of the prior decisions rendered, if rendered. A copy of the grievance shall be served upon the Department Head and the Union Representative. The Township Administrator shall meet with the aggrieved person and a Representative of the Union in an attempt to adjust the matter within thirty (30) calendar days, and shall render a decision in writing.

7. A grievance presented directly by the Union and not addressing an issue affecting a specific employee shall be presented, in writing, directly to the Township Administrator. The Township Administrator shall meet with a Representative of the Union in an attempt to adjust the matter within thirty (30) calendar days, and shall render a decision in writing.

8. If the Union is not satisfied with the decision rendered in Section 4, 5, 6 or 7 or if no decision is rendered within the thirty (30) calendar day period, it shall be presented to the Township Committee within Fifteen (15) working days after the decision is rendered or after the expiration of the thirty (30) calendar day period provided for in Section 6 or 7, if no decision is rendered. The written grievance shall include the information previously set forth and shall have attached copies of any decisions rendered by the Department Head or the Administrator and the Union Representative. The Township Committee shall meet with the aggrieved person Union Representative and any other individuals whom the Township Committee may determine to be necessary or appropriate for the purpose of adjusting or resolving the grievance within fifteen (15) working days to hear the grievance. The Township Committee shall render a final written decision on the grievance within thirty (30) calendar days after receipt of the written grievance and the hearing.

9. In the event a grievance is not settled to the satisfaction of the Union at the conclusion of Section 8, or if no decision is rendered within the time frames of Section 8, the Union may, within thirty (30) calendar days after the decision of the Township Committee, serve notice on the Township Committee that the matter is being referred to final, binding arbitration, provided that not more than three (3) such matters may be referred to arbitration in any calendar year. For any matters in excess of the three (3) permitted arbitrations per year, the decision of the Township Committee shall be final and binding.

Where a matter is referred to final, binding arbitration, the arbitrator shall be chosen according to the regulation of the Public Employment Relations Commission. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

10. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled. Upon agreement by the Township and the Union, times frames can be extended.

11. Disciplinary Proceedings:

a) Any disciplinary action shall be on an individual employee basis in accordance with applicable Statutes, Rules and Regulations.

b) Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable Statutes, Rules and Regulations, with a copy provided to the Union within three (3) business days after the notice has been issued.

c) Discipline and discharge shall only be for just cause. Discipline shall be progressive in nature and intent. The Employer shall comply with all Civil Service Rules and regulations.

d) Should an employee receive a suspension as a matter of minor disciplinary action, such days of suspension shall not coincide with a holiday where the employee would be subject to additional loss of pay.

ARTICLE V - UNION/EMPLOYEE RIGHTS AND RESPONSIBILITIES

Employee Rights:

1. An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing including the informal step under Article IV Section 4. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.

2. An employee shall be entitled to review any records or documentation which the Employer intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union Representative shall have the right to receive copies of the records or documents which the Employer intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the employer in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Employer with copies of any records or documents intended to be used by or on behalf of the employer in any disciplinary proceeding. The exchange of the records or documents shall take place at least five days prior to any disciplinary hearing before the Township Administrator or the designee of the Township Administrator.

3. No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Employer agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

4. **PERSONNEL FILES:** An employee shall have the right to review his or her personnel records at reasonable times established by the Township Administrator in response to a request from an employee not to exceed four (4) times per calendar year. An employee shall be provided with a copy of any document which is to be included in his or her personnel files without cost to the employee.

5. The Township will provide the Union with an up-to-date seniority list by January 30th of each year.

6. The Township will provide the Union with a list of new hires within fifteen (15) business days after the date of hire, including the name, job title, salary and date of hire.

7. The Township will provide the Union with the space for one (1) Union bulletin board on which Union notices may be posted. The board can be located in the back of Room 3.

8. A properly designated Representative of the Union, when arriving on the Employer's premises, shall first report his/her presence to the Township Administrator. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or impair the ability of the Township employees to complete their job assignments on a timely basis. Union meetings shall be scheduled at times before, during the lunch period, or after the normal business hours established for the Township.

9. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union Representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.

UNION RIGHTS:

10. Inspection of Payroll Records: Whenever a complaint is made concerning the wages, vacation and/or holidays of an employee, the complaining employee shall have the right to make reasonable inspection of Employer's payroll and time records, pertaining to that employee. If no resolution has been made, the Union Representative may seek an informal meeting to resolve the issue.

11. Shop Steward: The Township recognizes the right of the Union to designate one (1) Chief Shop Steward and one alternate Steward. The authority of the Chief and alternate Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities.

a) The investigation and presentation of grievance(s) to the Townships designated representative, in accordance with the provision of the Collective Bargaining Agreement.

b) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information are related to the outline below:

1. Having been reduced to writing

2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow down, refusals to handle goods or any other interference with the Township's business that would substantially interfere with the operations of the Township.

12. Investigation of Grievance(s) by Shop Steward: Shop Steward(s) shall be permitted to investigate, present and process grievances on the property of the Township, during regular business hours, without loss of time or pay. The time spent in processing grievances shall not be unreasonable, and the supervisor may limit the time so spent. In the event, such activity shall not exceed one (1) hour per week, however if additional time is necessary the Union shall notify the Administrator for any additional time.

13. Time for Union Activity: The Township agrees to grant reasonable and necessary time off without discrimination or loss of seniority and without pay to the Chief Shop Steward or alternate Steward designated by the Union, in writing, to the Employer, to act as elected official, Business Agent, Organizer, or attend a Labor Convention. Permission for such time off must be requested two (2) weeks in advance, in writing, from the Township Administrator in consultation with the Department Head. The Township agrees to grant three (3) paid and three (3) unpaid days off without loss of seniority, each year, for the purposes of Union business not related to elected official, Business Agent, Organizer, or for attendance to a Labor Convention. Such time may be used by the Union for the purposes of training and education, health and safety and Labor/Management resolution training.

ARTICLE VI - SENIORITY**A. Seniority:**

1. Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire. The Employer shall use Civil Service rules and regulations for employee's hired on the same date.
2. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement.
3. Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.
4. An employee's length of service regarding Seniority and authorized leave of absence shall be according to Civil Service Rules and Regulations.

ARTICLE VII - SALARY

1. The schedule attached hereto and made part of this agreement as "Attachment C" is established as the applicable salary rates in effect for the employees of the bargaining unit during the term of this Agreement. Any retroactive salary adjustments provided by this Agreement shall be paid within thirty (30) days after ratification and execution of this Agreement by the parties. All salaries negotiated shall be retroactive to January 1.

2. The wage increase for the years covering this agreement are listed below:

	<u>2002</u>	<u>2003</u>	<u>2004</u>
<u>Dispatchers</u>			
Shift Differential	.50	.50	.50
<u>Dispatchers:</u>	4%	2-1/2%	2-1/2%
<u>Clerical Employees:</u>	4%	2-1/2%	2-1/2%
<u>Crossing Guards:</u>	4%	2-1/2%	2-1/2%

ARTICLE VIII - OVERTIME COMPENSATION

- 1. Overtime compensation shall be due only to employees who work in excess of forty (40) hours in a week. All overtime must be specifically authorized by the Department Head or Township Administrator. Compensatory time will be allowed where approved by the Department Head or the Township Administrator, provided that compensatory time will not be approved where the use of compensatory time will result in overtime expenditures by the Township.**

- 2. This provision shall be interpreted so that overtime, whether worked voluntary or forced basis shall not become straight time due to the fact that the employee utilized a contractual benefit day during the work period. Any such overtime shall be authorized in advance by the Department Head or Township Administrator.**

- 3. Any Communication Operator employee who shall work more than 84 hours during the established 14 day work period shall be compensated for the hours worked over 84 at one and one half (1-1/2) times his/her normal hourly rate. All hours up to 84 will be paid at regular hourly rate.**

- 4. Employees who are required to work on a holiday by reason of rotating shift requirements shall receive holiday pay for the twelve designated holidays in a single lump-sum payment to be paid between December 1st and December 15th of the applicable year at the regular rate of pay. Those employees shall also be compensated at the rate of one and one half (1.5) times the regular rate for time actually worked on the designated holiday with payment to be included in the next regular pay check following the holiday.**

ARTICLE IX - WORKING OUT OF CLASSIFICATION

1. An employee who performs work in a higher classification than his or her own, and pursuant to a directive from the Department Head or the Township Administrator assumes all of the responsibilities and duties of the higher classification, for three (3) or more days in a five (5) day work week shall be paid for all time worked at the minimum rate of the classification to which he or she has been temporarily assigned, should that rate be higher; if the rate is lower, then the employee shall be compensated in an amount equal to one step increase for the higher classification.

ARTICLE X - HOURS OF WORK

The Union and the Township of Bordentown recognize that the work hours listed below are only for the purpose of information, and do not indicate they are a guarantee for a fixed number of work hours.

Changes in the business hours need not be negotiated due to weather conditions of late openings or early dismissals.

Communications Operator	2184 Hours per year
Clerical Employees	1820 Hours per year
Crossing Guards	
Part Time Employees	

ARTICLE XI - HOLIDAYS

1. The Township of Bordentown designates the following paid holidays to all employees, including those that are part time and those who may not necessarily be scheduled to work a holiday. Crossing Guards will not be eligible during the summer months when school is not in session.

**New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day**

**Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day**

2. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, except for New Year's Day. In the event the New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.

3. Permanent part-time employees will receive a pro-rata share of holiday time. A permanent part-time employee not regularly scheduled to work on the specific holiday will receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is not regularly scheduled to work.

4. In the event that a designated holiday falls within an employee's vacation period, the employee shall receive an additional day of vacation. This provision is applicable only to those employees who work a regular five day work week and shall not apply to those employees who work on shifts and receive their holiday pay in a single lump sum payment.

5. Employees who are required to work on a holiday by reason of rotating shift requirements shall receive holiday pay for the twelve designated holidays in a single lump-sum payment to be paid between December 1st and December 15th of the applicable year at the regular rate of pay. Those employees shall also be compensated at the rate of one and one half (1.5) times the regular rate for time actually worked on the designated holiday with payment to be included in the next regular pay check following the holiday.

6. The holiday pay for each employee shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.

7. All other employees who are required to work on a holiday shall receive, in addition to the regular rate of pay for that holiday, compensation at the rate of one and one half (1.5) times the regular rate for time actually worked on the designated holiday with payment to be included in the next regular paycheck following the holiday. Any such work on a holiday must be authorized by the Township Administrator or Department Head.

ARTICLE XII - VACATION LEAVE

1. The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule and in accordance with the rules and regulations of the Department of Personnel.

Completed Years Of Continuous Service	For those assigned or working a seven (7) hour day: Hours Of Paid Vacation	For those assigned or working a eight (8) hour day Hours of Paid Vacation
Less than 1	seven hours per month	eight hours per month
1 year to 5 years	84 hours per year	96 hours per year
6 years to 12 years	105 hours per year	120 hours per year
13 years to 20 years	140 hours per year	160 hours per year
21 years or more	175 hours per year	200 hours per year

2. Earned vacation leave for one calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except, where authorized in writing by the Township Administrator for exceptional circumstances. Nothing herein shall be deemed to require the Township Administrator to approve any request to carry over vacation.

3. An employee who resigns during the course of the year is entitled to a pro-rata portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

4. For the purpose of this Agreement a Vacation day shall be defined as being 8 hours in length for individuals regular working 8 hours shifts and 12 hours in length for individuals regular working a 12 hour shifts and 7 hours for individuals regular working a 7 hour shifts. All Communication Operators shall accrue Vacation Leave according to a twelve (12) hours shift worked.

5. Vacation leave may be taken in units of one-half day, provided that all vacation leave must be scheduled two (2) weeks in advance except in the case of an emergency approved by the Township Administrator.

ARTICLE XIII - SICK LEAVE

1. Sick leave here in defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to care for that immediate family member. Immediate family members shall be defined as; spouse, child, step-child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, and daughter-in-law.

2. Each employee covered under this Agreement shall be entitled to paid sick leave at the following rate; and as per the rules and regulations of the Department of Personnel.

Completed Years of Continuous Service	For those assigned or working a seven (7) hour day	For those assigned or working a eight (8) or more hour day
Less than 1	7 hours per month	8 hours per month
1 year or more	105 hours per year	120 hours per year

3. Unused sick leave may be accumulated from year to year subject to the rules and regulations of the Department of Personnel.

4. It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report to work. Sick leave is not to be used as additional vacation leave.

5. For the purpose of this agreement a Sick Leave Day shall be defined as being 8 hours in length for individuals regular working an 8 hour shifts and 12 hours in length for individuals regular working a 12 hour shifts and 7 hours for individuals regular working a 7 hour shifts. All Communication Operators shall accrue Sick Leave according to the twelve hour shift worked.

6. A doctor's certificate may be required at the Township's option as a condition for payment of sick leave where; (1) an employee is absent in excess of ten (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the absence has reached eight (8) days within the eight (8) consecutive month period; (2) an employee is absent for three (3) consecutive days; (3) an employee is absent on the last scheduled work day before or the first scheduled work day after a holiday; and in accordance with the rules and regulations of the Department of Personnel. The cost of the doctor's certificate shall be the responsibility of the employee.

7. Abuse of sick leave shall be cause for disciplinary action.

8. In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

9. The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of the Township by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his or her job without jeopardizing the health of the employee or the health of other employees.

10. Any employee who calls out sick on the work day proceeding or the work day following a scheduled holiday may be subject to disciplinary action.

11. Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement and the nature and the name and address of the designated physician prior to the absence for which it shall be required.

12. Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

13. Accumulated Sick Leave Upon Retirement:

For full time permanent employees or part time permanent employees hired on or before 12/31/87 - 50% of all earned, unused and accumulated sick leave in a lump sum supplemental compensation payment which shall not exceed \$12,000.00

For full time permanent employees or part time permanent employees hired on or after 1/1/88 - 50% of all earned, unused and accumulated sick leave in a lump sum supplemental compensation payment which shall not exceed \$10,000.00

Also: See Article XIV - Retirement for additional benefits.

14: Sick leave can be used for bereavement leave in the event the employee needs additional time than what is currently offered.

ARTICLE XIV - RETIREMENT

1. The term "retirement" as used herein shall mean retirement within the terms and conditions of the Public Employee's Retirement System administered by the New Jersey Division of Pensions.

2. Accumulated Sick Leave:

a) Each full time permanent and permanent part time employee, covered by this Agreement who works regular hours on a full time or part time basis and began a continuous period of service on or before December 31, 1987, shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the past year of service prior to the effective date of retirement, provided, however that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

b) Each full time permanent and permanent part-time employee covered by this Agreement who works regular hours on a full time or part-time basis and began a continuous period of service on or after January 1, 1988, shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day or partial day earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the past year of service prior to the effective date of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$10,000.00.

3. Employees shall be eligible to use accumulated vacation and personal days prior to retirement.

ARTICLE XV - BEREAVEMENT LEAVE

1. An employee will be allowed bereavement leave without loss of pay if a death occurs among members of an employee's immediate family, from the day of death until the day after the funeral, but no more than a total of five (5) days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for two (2) days.

2. The phrase "member of an employee's immediate family," shall mean husband, wife, child, step-child, mother, father, sister, brother, mother-in-law, or father-in-law, son-in-law, daughter-in-law, or significant other with whom the employee is residing on a permanent basis.

3. The phrase "other members of an employee's family," shall mean grandparent, grandchild, uncle, aunt, nephew, niece, brother-in-law or sister-in-law.

4. An employee who needs additional time may use vacation time, sick time, or personal time. An employee who has no remaining vacation time for the current year may, with the approval of the Township Administrator, take an advance against the vacation time for the next year.

5. The Employer, may, at their sole discretion, increase the amount of bereavement leave if the death is an employee's spouse, significant other, or a child.

ARTICLE XVI - LONGEVITY PAYMENTS

1. Longevity Payments: Each full time permanent employee who works regular hours on a full time basis and who shall have completed any of the continuous periods of service as set forth below prior to December 1st in each year shall be paid a single lump sum payment representing the annual longevity payment to be paid between December 1st and December 15th:

Completion of 3 years	\$ 150.00
Completion of 5 years	\$ 250.00
Completion of 10 years	\$ 500.00
Completion of 15 years	\$ 750.00
Completion of 20 years	\$ 1,000.00
Completion of 25 years	\$ 1,250.00
Completion of 30 years	\$ 1,500.00
Completion of 35 years	\$ 1,750.00

ARTICLE XVII - WORKER'S COMPENSATION INSURANCE

1. There shall be provided for all permanent full time and part time employees, Worker's Compensation Insurance.

2. Injury Leave:

a) In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to receive Worker's Compensation benefits in accordance with New Jersey Statutes.

b) Any employee who is injured, whether slight or severe, while working, MUST, if physically able, make an immediate report before the end of his/her shift to his/her immediate supervisor and in the office of the Township Administrator.

c) It's understood that the employee must file an injury report, when physically able, with his/her immediate supervisor so the Township may file the appropriate Worker's Compensation claim. Failure to so report said injury may result in the failure of an employee to receive compensation under this article until the report is filed or if the employee was unable to file the report because of the seriousness of the injury, the Township will immediately file the report on behalf of the employee.

d) The employee shall be required to present evidence by a certificate given to him from the Township's doctor or the doctor of the Township's insurance carrier that she/he is unable to work, and the Township may, at its discretion, require the employee to present such certificate from time to time, upon request.

e) If an Insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave. If the insurance carrier's physician certifies the employee is unable to return to work, and if the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and Certification of fitness by a physician appointed by the Township.

f) In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st work day absent) Employees shall have their entitlement log credited if the claim is approved.

ARTICLE XVIII - MEDICAL INSURANCE

1. The Township will cover the cost of the Medical Insurance Coverage plan for single/full family coverage during the term of employment, which shall include a choice of two (2) health benefit packages, including a traditional plan and an HMO plan.
2. The Township will share the cost for all eligible employees by contributing an amount equal to 35% of the total prescription premium cost for all categories for eligible employees.
3. All new employees will become eligible for benefits effective the first day of the month following the completion of their 30 day Anniversary.
4. Employees may enroll, at their own expense, in the dental plan offered by US Healthcare. Any employee enrolling in the dental plan shall also be responsible for payment of an annual administrative fee of \$5.00 to the Township.
5. The Township shall cooperate with all retiring employees to initiate the Cobra Insurance.
6. The Township, may change health care providers, if it deems necessary, however, no changes in health care and prescription care will take place without first notifying the Union Representative in advance of any implementation of new changes and only if the new plan offered is equal or better than the plan in effect.

ARTICLE XIX - SHIFT DIFFERENTIAL

1. Employees who are scheduled to work rotating shifts shall receive a shift differential for the shift that includes 12 a.m. (midnight) in the amount of \$.50 cents per hour effective January 1, 2002, and \$.50 cents per hour for the year 2003 effective January 1, 2003, and \$.50 cents per hour for the year 2004 effective January 1, 2004.

CWA LOCAL 1034

fax #

275-4511

FACSIMILE TRANSMITTAL SHEET

TO: *David Beckett*

FROM: *Ronda for Florence McNamara*

COMPANY:

DATE: *4/29/04*

RE:

FAX NUMBER: *530-0638*

NO. OF PAGES INCLUDING COVER: *11*

PHONE NUMBER: *530-0060*

URGENT

FOR REVIEW

PLEASE COMMENT

PLEASE REPLY

PLEASE RECYCLE

NOTES/COMMENTS:

Hi David, Please include these pages with the Bordentown Township v CWA AFK-CIO Local 1034 Petition.

Thank you.

If you did not get all the pages. Please call me.

ARTICLE XX - CALL IN

1. An employee called back to work after the conclusion of his or her normal work day shall be entitled to a minimum of two (2) hours) of compensation at the rate of pay of time and one-half (1.5). The two (2) hours) must be non-contiguous with either the start or finish of the work day. Where an employees normally assigned work day consists of a split shift, the two (2) hours must be non-contiguous with either the start or finish of either portion of the shift.

ARTICLE XXI - PERSONAL LEAVE

1. An employee shall be allowed three (3) days per annum for personal business and/or for religious observance. Personal days shall be pro-rated for employees during the first year of service. Personal days may not be accumulated. Personal days may be taken subject to the approval of the Department Head or Township Administrator, provided that the request has been submitted at least 24 hours in advance.

ARTICLE XXII - SCHOOL CROSSING GUARDS

1. The Township will pay any School Crossing Guard already on post for the full days pay if for any reason the Board of Education calls for an emergency school closing where the decision to close the school came too late to notify the School Crossing Guard before the time required to report for duty.

2. This Article applies when school has been declared open and then due to the conditions of the weather it has been determined that there will be an early school closing after the children have already arrived for school. This does not apply to schools that open one (1) or two (2) hours late due to the weather, it only applies to schools closing early due to the weather and the Crossing Guards have already begun to work his/her post. In the event that schools do close early due to weather, each Crossing Guard will receive the normal day's pay for all hours worked or not worked. In the event that the school closing increases the regular daily scheduled hours, then each Crossing Guard will be paid for the actual hours worked and all times beyond their normal scheduled hours.

3. The Township shall provide the School Crossing Guard with the uniform and equipment required by N.J.S.A. 40A:9-154.3 and shall provide any additional uniform or equipment which the Township shall determine to be required for a School Crossing Guard as listed below. This list of uniforms and equipment that will be distributed to each Crossing Guard.

a) Equipment and Clothing:

The Township agrees to provide one (1) set of the equipment and uniform as mandated by Chapter 82 of the Public Laws of New Jersey to each unit member in accordance with the schedule listed in this Article. All such items provided shall be returned by each unit member when said member leaves the Township's employment.

Clothing Provision to each guard shall include the following:

The Township shall provide, after successfully completing their training period:

- | | | |
|---|-----------------------------|---------------------------|
| One (1) Approved Safety Vest | One (1) Stop Sign | One (1) Hat |
| One (1) Badge
(as selected by the Chief of Police) | One (1) Identification Card | Appropriate Patches |
| One (1) Rain coat with Rain hood | One (1) Winter Coat | Four (4) Pair of Pants |
| Two (2) Short Sleeve Shirts | Two (2) Long Sleeve Shirts | One (1) Pair Winter Boots |
| One (1) Hooded Jacket | | |

4. Clothing provision shall be replaced after normal wear and tear, or in cases that the clothing is damaged during working hours. Replacement shall be made by the Township after a report has been submitted by the Guard to the Chief of Police, or his designee, in a reasonable time and damaged clothing is surrendered.

5. Upon termination of employment as a Guard, for any reason whatsoever, all items obtained through this uniform provision shall immediately be returned to the Chief of Police or his designee.

6. All crossing guards shall be paid for all on the job training at their normal daily rate for new hired guards.

7. All Crossing Guards shall receive the following additional benefits:

a) Paid Sick Days (11) days per year and Paid Vacation Days (11) days per year

b) Paid Holidays - all except any holiday in July and August

c) Bereavement as listed in Article XVI - except during the time of the winter recess, spring recess and summer recess.

d) All other contract Articles except Overtime, Shift differential, vacation leave and dispatcher uniform /equipment.

8. The Township shall not decrease any Crossing Guard hourly pay rate unless by mutual agreement between the Union and the Township in the event of school closing its lunch schedule.

ARTICLE XXIII - SCHOOLING

1. The Township shall determine the requirements for formal training for each employee's title. Those employees requiring formal training will be designated by the Administrator in consultation with the Department Head. Training will be scheduled by the Township. Employees will be reimbursed for all costs incurred by attending formal training including meals up to ten (10) dollars per meal and travel miles at the prevailing IRS rate.

ARTICLE XXIV - HEALTH AND SAFETY

1. The Employer shall at all times maintain safe and healthful working conditions. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity of which all individuals are entitled.

2. The Union shall have two (2) Representatives on the Township's Health and Safety Committee which is established through the Township's Insurance Company.

3. Any matter shall be brought to the attention of the Supervisor and/or Township Administrator prior to presentation at the Health and Safety meeting.

**ARTICLE XXV - PAYROLL DEDUCTION OF UNION DUES
AND AGENCY FEE DEDUCTIONS**

1. The Township agrees to deduct the dues of members of the Union from the wages due to those members in accordance with a certification provided to the Township Administrator and signed by the President and Treasurer of the Union setting forth the amount of the dues and the names of the members of the Union. The Union agrees that any changes in the membership of the Union by adding new members or deleting existing members and any change in the amount of the dues to be deducted shall require that new certification shall be provided to the Township Administrator and that the certification shall be provided within fifteen (15) days of the change. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring at least fifteen (15) days after the certification is provided to the Township Administrator

2. The amount of dues deductions shall be 1.154% of the employee's base salary. No dues shall be taken on overtime or lump sum monies. The Employer shall deduct the 1.154% from on a weekly basis and send the dues on a monthly basis, with a listing of employees to which the deductions were made, to the following address:

Communications Worker's Of America AFL-CIO Local 1034
1 Lower Ferry Road
West Trenton, New Jersey 08628
Attn: Treasurer

3. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provision of N.J.S.A. 34:13A-5-5 to deduct from the wages due to non member employees included within the bargaining unit, as defined in Article II of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Union in an amount equivalent to eighty five (85%) of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The Procedure set forth in Section 1 for certification of the dues required from members shall apply to the Representation fee in Lieu of Dues. The Employer shall deduct the 85% fee from the employee calculated on the full dues of 1.154 then multiplied by 85%. The Employer shall send the representation fee to the Union at the address above and shall list the employees separate from a member indicating the deduction is for the fee and not union dues.

4. The Employer shall automatically after 30 days of employment for a new hire, begin to deduct the representation fee if no certification card has been received from the Union.

5. Maintenance of Membership: In the event that the actual membership in the Union drops below sixty percent (60%) of the total number of members in the bargaining unit, the agency shop provision in Section 3 shall no longer be applicable.

ARTICLE XXVI - LEAVE OF ABSENCE

1. The granting of a leave of absence is the appointing authority's prerogative. If granted it shall be in accordance with the rules and regulations of the Department of Personnel.

ARTICLE XXVII - FAMILY AND MEDICAL LEAVE

1. The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA).

ARTICLE XXVIII - PENSION

1. The Township of Bordentown shall comply with all rules and regulations of the Public Employees Retirement System, of the State of New Jersey. Employees are enrolled in P.E.R.S. and the Township shall make the required payroll deductions for all employees according to the rules and regulations of the system.

ARTICLE XXIX - JOB POSTING

1. For the Employer to provide advancement opportunities for employees within the department, existing or planned job vacancies shall be posted prominently for seven (7) days. The posting shall include a description of any required qualification, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application to perform the work, the employee with the greatest seniority may be considered if both individuals are equal in skills and ability. The Rules and Regulations of the Department Of Personnel shall be applied.

2. Nothing contained herein shall be interpreted as ~~limiting or confining the Township's~~ right to enjoy unlimited management prerogative in filling job openings within the context of existing Civil Service Statutes and Regulations

ARTICLE XXX - JURY DUTY

1. An employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss in salary.
2. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.
3. This section does not apply where an employee voluntarily seeks jury service.
4. Employee shall receive reimbursement of wages for jury services during holidays, or vacation and on weekends if the employee was scheduled to work the weekend.

ARTICLE XXXI - FULL UNDERSTANDING AND PAST PRACTICE

1. This Agreement constitutes the first Agreement between the parties and the entire Agreement between the parties. No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement.

ARTICLE XXXII - DURATION OF CONTRACT
FULL UNDERSTANDING/SUCCESSOR AGREEMENT

1. This agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and the Township Clerk to execute the agreement and shall remain in full force and effect until the 31st day of December 2004.
2. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing, ninety (90) days prior to the expiration date that it desires to modify this agreement.
3. In the event that such notice is given, negotiations should begin no later than sixty (60) days prior to the expiration date. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in a manner set forth in the following paragraph.
4. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.
5. The parties, after due negotiations and consideration did enter into an employment contract which covers the years of 2002, 2003, and 2004 from January 1 of the 2002 year to December 31st of the year 2004 and with full understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this agreement will be interpreted according to the intent of the parties.

ARTICLE XXXIII - SIGNATURE SHEET

IN WITNESS WHERE OF, the Township and the Union have caused this Agreement to be executed by their proper officials.

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO LOCAL 1034

Carla Katz
CARLA KATZ, PRESIDENT

Ruth L. Barrett
**RUTH BARRETT,
INTERNATIONAL REPRESENTATIVE**

Florence Mc Namara
**FLORENCE MCNAMARA
STAFF REPRESENTATIVE**

Michelle Augustino
**MICHELLE AUGUSTINO
UNION NEGOTIATOR**

James Stevenson
**JAMES STEVENSON
UNION NEGOTIATOR**

Caroline Radice
**CAROLINE RADICE
UNION NEGOTIATOR**

Virginia Lewallen
**VIRGINIA LEWALLEN
UNION NEGOTIATOR**

TOWNSHIP OF BORDENTOWN

[Signature]
MAYOR

John F. Mason
JOHN MASON, ADMINISTRATOR

Attest:

Colleen M. Ebert
TOWNSHIP CLERK

ATTACHMENT "A" - PERC CERTIFICATION

In the Matter of _____
 Township of Bordentown, _____
 Public Employer, _____
 -and- _____
 C.W.A. Local 1044, _____
 Employee Representative. _____

v
v
v
v
v
v
v
v
v
v

10/19/94

DOCKET NO. RO-95-19

CERTIFICATION OF REPRESENTATIVE

An election was conducted in this matter in accordance with the New Jersey Employer-Employee Relations Act, as amended, and the rules of the Public Employment Relations Commission. A majority of the voting employees selected an exclusive majority representative for collective negotiations. No valid timely objections were filed to the election.

Accordingly, IT IS HEREBY CERTIFIED that


C.W.A. Local 1044

has been selected by a majority of the employees of the above-named Public Employer, in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act, as amended, the representative is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment. Pursuant to the Act, the representative is responsible for representing the interests of all unit employees without discrimination and without regard to employee organization membership. The representative and the above-named Public Employer shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment. When an agreement is reached it shall be embodied in writing and signed by the parties. Written policies setting forth grievance procedures shall be negotiated and shall be included in any agreement.

UNIT: Included: All full-time and regular part-time white collar employees and school crossing guards employed by the Township of Bordentown.

Excluded: Employees in other negotiations units, professional employees, Secretary to the Administrator, confidential employees, police officers, firefighters, craft employees, supervisors and managerial executives within the meaning of the Act.

DATED: October 17, 1994
 Trenton, New Jersey


 Edmund G. Garber
 Director of Representation

P.E.R.C. CERTIFICATION CONTINUED

Attachment: Certification of Representative
Dated: October 17, 1994

In the Matter of
Township of Bordentown

-and-

C.W.A. Local 1044
Docket No. RO-95-19

Service on the following:

Matthew Brandes, Administrator
Township of Bordentown
Municipal Drive
Bordentown, NJ 08505

Florence McNamara, Staff Rep.
CWA Local 1044
26 High Street
P.O. Box 723
Mt. Holly, NJ 08060

ATTACHMENT "B" - GRIEVANCE FORM

CWA LOCAL 1034
BORDENTOWN TOWNSHIP
1 LOWER FERRY ROAD
W. TRENTON, NEW JERSEY 08628
PHONE: 609 530-0060

GRIEVANCE FORM

NAME OF GRIEVANT: _____ STEWARD: _____
ADDRESS: _____ DEPT: _____

GRIEVANT SIGN: _____
HOME PHONE: _____
WORK PHONE: _____

DESCRIBE GRIEVANCE: _____

DATE GRIEVANCE OCCURRED: _____

CONTRACT ARTICLE(S) VIOLATED: _____
AND ANY AND OTHERS THAT MAY APPLY.

REMEDY SOUGHT: _____

DATE GRIEVANCE ORALLY PRESENTED TO SUPERVISOR: _____

DATE GRIEVANCE WAS PRESENTED IN WRITING TO SUPERVISOR: _____

DATE GRIEVANCE WAS HEARD BY SUPERVISOR: _____

SUPERVISORS DECISION: _____

SUPERVISORS SIGNATURE: _____
OVER

GRIEVANCE FORM CONTINUED**IMPORTANT INSTRUCTIONS**

1. THE GRIEVANT MUST VERBALLY PRESENT THE GRIEVANCE TO HIS/HER IMMEDIATE SUPERVISOR WITHIN 10 (TEN) WORKING DAYS OF THE DATE OF THE GRIEVANCE OR THE DATE IN WHICH THE GRIEVANT SHOULD REASONABLY HAVE KNOWN OF ITS OCCURRENCE ON AN INFORMAL BASIS PRIOR TO FILING A FORMAL STEP 1 GRIEVANCE.
2. THE GRIEVANCE MUST BE PUT INTO WRITING, ON THIS FORM, WITHIN 10 WORKING DAYS FROM THE DATE ON WHICH THE INFORMAL MEETING TOOK PLACE IF THE GRIEVANT IS NOT SATISFIED WITH THE INFORMAL DECISION.
3. THE GRIEVANCE FORM MUST INCLUDE THE PERTINENT CONTRACTUAL ARTICLES ALLEGEDLY VIOLATED AND THE REMEDY SOUGHT, AS WELL AS THE DATE THAT THE GRIEVANCE OCCURRED.
4. THE UNION OFFICE MUST RECEIVE A COPY OF THE WRITTEN GRIEVANCE AND NOTIFICATION TO THE REPRESENTATIVE INDICATING THE NATURE OF THE GRIEVANCE AND WHEN IT WAS PRESENTED VERBALLY TO THE SUPERVISOR ON THE INFORMAL LEVEL.
5. UPON RECEIPT OF A NEGATIVE DECISION FROM THE SUPERVISOR NOTIFY THE UNION OFFICE IMMEDIATELY SINCE THERE IS ONLY TEN (10) WORKING DAYS TO APPEAL SUCH DETERMINATION TO THE NEXT STEP.
6. CALL THE UNION REPRESENTATIVE IF YOU HAVE ANY QUESTIONS REGARDING ANY POTENTIAL GRIEVANCE.

ATTACHMENT "C" SALARIES AND TITLES

NAME	CURRENT		1/1/02		1/1/03		1/1/04	
	A	B	A	B	A	B	A	B
COMMUNICATIONS OPERATOR								
2184 hrs per yr								
<u>Bontya, D.</u>	<u>12.44</u>	<u>12.84</u>	<u>12.94</u>	<u>13.44</u>	<u>13.27</u>	<u>13.77</u>	<u>13.61</u>	<u>14.11</u>
<u>Stevenson, James</u>	<u>9.00</u>	<u>9.40</u>	<u>9.36</u>	<u>9.86</u>	<u>9.60</u>	<u>10.10</u>	<u>9.84</u>	<u>10.34</u>
<u>Hancock, Benny</u>	<u>8.98</u>	<u>9.38</u>	<u>8.98</u>	<u>9.38</u>	<u>9.21</u>	<u>9.71</u>	<u>9.45</u>	<u>9.95</u>
<u>Powell, Patricia</u>	<u>8.98</u>	<u>9.38</u>			<u>9.21</u>	<u>9.71</u>	<u>9.45</u>	<u>9.95</u>
CROSSING GUARDS								
<u>DePatch, W.</u>	<u>8.65</u>		<u>9.00</u>	<u>9.23</u>			<u>9.47</u>	
<u>Lewallen, V.</u>	<u>11.30</u>		<u>11.76</u>	<u>12.06</u>			<u>12.37</u>	
<u>Lewallen, R.</u>	<u>9.76</u>		<u>10.16</u>	<u>10.42</u>			<u>10.69</u>	
CLERICAL								
1820 hrs per yr								
<u>Augustino, M.</u>	<u>14.56</u>		<u>15.15</u>	<u>15.53</u>			<u>15.92</u>	
<u>DePatch, B.</u>	<u>10.85</u>		<u>11.29</u>	<u>11.58</u>			<u>11.87</u>	
<u>Modugno, R.</u>	<u>12.06</u>		<u>12.06</u>	<u>12.37</u>			<u>12.68</u>	
<u>Radice, C.</u>	<u>13.55</u>		<u>14.10</u>	<u>14.46</u>			<u>14.83</u>	
PART TIME								
<u>Walker, D.</u>	<u>10.35</u>		<u>10.77</u>	<u>11.04</u>			<u>11.32</u>	
<u>Lyszczak, M.</u>	<u>9.36</u>		<u>9.73</u>	<u>9.98</u>			<u>10.23</u>	

EXHIBIT B

**Department of Personnel
Job Specification 07795**

MUNICIPAL COURT ADMINISTRATOR

DEFINITION

Under direction of the Municipal Court Judge or the Municipal Court Director, has charge of and performs quasi-judicial and administrative functions related to the operation of a municipal court; does related work as required.

DISTINGUISHING CHARACTERISTICS

Typically, a Municipal Court Administrator has charge of all phases of the quasi-judicial, administrative, and clerical operations of a municipal court, except in those municipalities having multiple courts, or where court operations are managed by a Municipal Court Director. When serving in a court system headed by a Director, the Administrator supervises and/or performs the quasi-judicial aspects of the court's operations and assists in administrative activities, as required.

EXAMPLES OF WORK

Plans, develops, coordinates, and implements procedures for the efficient and effective operation of the court.

Assigns duties to court personnel and supervises and evaluates their performance.

Provides instructions to office staff on activities related to the implementation of court rules, state statutes, local ordinances, and local court policies. Provides and/or arranges for training for all office staff in their respective functions.

Develops administrative programs designed to achieve the objectives of the Municipal Court.

Analyzes, evaluates, and modifies office procedures, as required.

As required, participates in case processing, which may include determining whether a summons or warrant should be issued; interacting with defendants, witnesses, and attorneys; docketing; recording payments and fines; operating recording machine during court proceedings; scheduling trial calendars, and so forth.

Determines whether alleged facts justify the issuance of either a summons or warrant for the arrest of the defendant. If a warrant for arrest is issued, may determine bail amount consistent with parameters established by Statutes and Rules of the Court.

Accepts complaints and takes oaths.

Attests to court writs, processes, commitments, search warrants,

bench warrants, and subpoenas.

Prepares court calendar.

Makes arrangements for court sessions, assures that court room facilities are available, and that appropriate staff have been assigned.

Assists the Municipal Court Judge in the arraignment of defendants.

Calls and swears witnesses at trial of cases.

Where authorized, sets conditions of pre-trial release in accordance with bail schedules promulgated by the Administrative Office of the Courts or by the Municipal Court.

Receives and disburses bail, fines, costs, and other court revenues.

Monitors court accounting and auditing and oversees the maintenance of property controls and inventories.

Maintains and/or supervises the filing of complaints, processes, court records, cash books, court dockets, traffic control sheets, statistical records, reports, and files.

Supervises and directs the disposition of correspondence.

Monitors the physical condition of the court premises and maintains decorum therein.

If serving as the Violations Clerk, supervises and/or performs all relevant duties and related tasks.

Maintains liaison with the Municipal Court Judge, the governing body, and other municipal officials regarding court activities; provides requested information and responds to issues or complaints involving court operations.

Submits budget requests and prepares necessary justification based on past performance and projected needs; evaluates available equipment and supplies and makes specific recommendations regarding their acquisition.

Establishes and maintains required records and files.

Prepares or supervises the preparation of summary and statistical reports as required by the municipality, vicinage level judicial managers, and/or the Administrative Office of the Courts.

Initiates and conducts special research and analytical projects, compiles and analyzes data, and makes recommendations regarding court business and improvement based on these studies. Will be required to learn to utilize various types of electronic and/or manual recording and computerized information systems used by the agency, office, or related units.

Department of Personnel Job Specification 07796

[Home](#)[Return to Search](#)

You are reading our New Jersey Department of Personnel Job Specification used to describe groups of jobs with similar characteristics. This is not a Job Vacancy Announcement.

DEPUTY MUNICIPAL COURT ADMINISTRATOR

DEFINITION

Under direction of the Municipal Court Administrator, assists in supervising and/or performing quasi judicial and administrative functions related to the operation of a municipal court; does other related duties as required.

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK

Assists the Municipal Court Administrator in planning, developing, coordinating, and implementing procedures for efficient/effective operation of a municipal court.

Assigns duties to court personnel and supervises/evaluates their performance.

Provides instructions to office staff on activities related to the implementation of court rules, state statutes, local ordinances, and local court policies.

May implement programs designed to achieve objectives of the municipal court.

Participates in case processing which includes determining whether a summons or warrant should be issued, interacting with defendants/witnesses/attorneys, docketing, recording payments/fines, scheduling trial calendars, operating recording machine during court proceedings, and so forth.

Determines whether alleged facts justify issuance of either a summons or warrant for the arrest of the defendant; if a warrant for arrest is issued, may determine bail amount consistent with parameters established by statutes and Rules of the Court.

Accepts complaints and takes oaths.

Attests to court writs, processes, commitments, search warrants, bench warrants, and subpoenas.

May prepare court calendar.

<http://www.state.nj.us/personnel/specs/07796.htm>

9/25/2003

Job Specification 07796

Page 2 of 2

May arrange court sessions, ensuring court room facilities are available and appropriate staff have been assigned.

May assist the Municipal Court Judge in the arraignment of defendants.

Calls and swears witnesses at trial of cases.

Where authorized, sets conditions of pretrial release in accord with bail schedules promulgated by the Administrative Office of the Courts or by the Municipal Court Judge.

May receive and disburse bail, fines, costs, and other court revenues.

May monitor court accounting/auditing systems.

May maintain property controls/inventories.

May supervise the filing of complaints, processes, court records, cash books, court dockets, traffic control sheets, statistical records, reports, and files.

Answers correspondence, memos, and inquiries.

Monitors the physical condition of the court premises and maintains decorum therein.

If serving as the Assistant Violations Clerk, performs all relevant duties and related tasks.

Coordinates activities with police departments and other law enforcement officials.

Provides information and responds to issues or complaints involving court operations.

Maintains records and files.

Prepares statistical reports as required by the municipality, vicinage level judicial managers, and/or the Administrative Office of the Courts.

May recommend changes in office procedure.

May work on special projects.

Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.