

AGREEMENT
BETWEEN
HAZLET TOWNSHIP
AND
COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1032
REPRESENTATIVES FOR
HAZLET TOWNSHIP
WHITE COLLAR EMPLOYEES

January 1, 2004 to December 31, 2006

TABLE OF CONTENTS

ARTICLE I
RECOGNITION1

ARTICLE II
PURPOSE AND INTENT2

ARTICLE III
PROBATIONARY PERIOD2

ARTICLE IV
FORCE REDUCTION2

ARTICLE V
JOB VACANCIES, NEW JOBS RECREATED OR PROMOTIONS3

ARTICLE VI
NON-DISCRIMINATION3

ARTICLE VII
HOLIDAYS3

ARTICLE VIII
VACATIONS4

ARTICLE IX
GRIEVANCE PROCEDURE5

ARTICLE X
LEAVE OF ABSENCE7

ARTICLE XI
SICK LEAVE7

ARTICLE XII
FUNERAL LEAVE7

ARTICLE XIII
JURY DUTY APPEARANCE9

ARTICLE XIV
SAFETY AND HEALTH9

ARTICLE XV
HOSPITALIZATION, MEDICAL, DENTAL, AND
PRESCRIPTION INSURANCE10

ARTICLE XVI
MILITARY LEAVE12

ARTICLE XVII
SENIORITY12

| | |
|---|-----------|
| ARTICLE XVIII | |
| MANAGEMENT PREROGATIVE | 13 |
| ARTICLE XIX | |
| REST BREAKS..... | 14 |
| ARTICLE XX | |
| CLASSIFICATIONS..... | 14 |
| ARTICLE XXI | |
| WAGES..... | 14 |
| ARTICLE XXII | |
| LONGEVITY | 15 |
| ARTICLE XXIII | |
| JOB-RELATED INJURY | 17 |
| ARTICLE XXIV | |
| AGENCY SHOP AND UNION DUES..... | 19 |
| ARTICLE XXV | |
| MISCELLANEOUS PROVISIONS..... | 22 |
| ARTICLE XXVI | |
| PERSONAL DAYS..... | 23 |
| ARTICLE XXVII | |
| HOURS OF WORK AND OVERTIME..... | 23 |
| ARTICLE XXVIII | |
| WAIVER..... | 25 |
| ARTICLE XXIX | |
| UNION LEAVE | 25 |
| ARTICLE XXX | |
| DISABILITY PLAN..... | 25 |
| ARTICLE XXXI | |
| NO STRIKE/NO LOCKOUT..... | 26 |
| ARTICLE XXXII | |
| EFFECT OF LEGISLATION-SEPARABILITY | 27 |
| ARTICLE XXXIII | |
| HEALTH PLAN ALTERNATIVE..... | 27 |
| ARTICLE XXXIV | |
| PUBLIC SAFETY TELECOMMUNICATORS | 27 |
| ARTICLE XXXV | |
| DURATION..... | 29 |

THIS AGREEMENT, made and entered into on this 20th day of July, 2004, by and between HAZLET TOWNSHIP, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township"), and the WHITE COLLAR EMPLOYEES OF HAZLET TOWNSHIP, CWA LOCAL 1032 (hereinafter referred to as the "Union"), and is designed to maintain and promote a harmonious relationship between the Township and its regular white collar employees who are covered by this Agreement. The term "employee" shall be interpreted to include both male and female employees, and when the feminine gender is used in reference to employees, it shall be interpreted to be applicable to both male and female employees. The term "Department of Personnel" (hereinafter referred to as the "DOP") is the name of which was previously known as "Department of Civil Service".

WITNESSETH

WHEREAS, the parties hereto have negotiated hours of work, wages and working conditions relative to the regular white collar employees of the Township;

THEREFORE, in consideration of the mutual covenants exchanged by and between the Union and the Township, the parties agree as follows:

ARTICLE I
RECOGNITION

The Township recognizes Local 1032, C.W.A. as the agent in matters pertaining to wages, hours of work and other conditions of employment for all regularly scheduled white collar employees, scheduled to work not less than three (3) work days per week, employed by the Township. Excluded are but not limited to all professional employees, supervisors, craft, police, firefighters, confidential employee, (including, but not limited

to the Clerk/Typist in the Township Clerk's office who works with the Personnel Officer) and managerial executives within the meaning of the New Jersey Employers-Employee Relations Act.

ARTICLE II
PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Union and the regular white collar employees represented by the Union.

Section 2. The parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the community.

Section 3. To these ends the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE III
PROBATIONARY PERIOD

The probationary period shall conform to the rules and/or regulations of the DOP.

ARTICLE IV
FORCE REDUCTION

Any force reduction will be in accordance with the rules and/or regulations of the DOP.

ARTICLE V
JOB VACANCIES, NEW JOBS RECREATED OR PROMOTIONS

Job vacancies, new jobs created, or promotions shall conform to the rules and regulations of the DOP.

Notice of all full-time and part-time job vacancies shall be posted in each Township building for not less than five (5) working days prior to advertising and/or interviewing for such vacancies. Said notice shall also include the salary range.

ARTICLE VI
NON-DISCRIMINATION

It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, age or sex.

ARTICLE VII
HOLIDAYS

Section 1. For the term of this Agreement, the Township shall provide all of the white collar employees the following holidays, with full pay, at the employee's regular straight time rate of pay, although no work is performed on such days:

| | |
|---|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | General Election Day |
| President's Day (Washington's Birthday) | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Primary Election Day | Christmas Day |
| Independence Day | |

Section 2. In order to be entitled to holiday pay, an employee must work his/her regular scheduled hours or must be in a pay status on both the last business day before the holiday and the first business day following the holiday.

Section 3. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township in accordance with the holiday schedule published by the Township from time to time. Note: January 1, 2005 will be celebrated on Monday, January 3, 2005.

Section 4. If one or more holidays fall within the vacation period of an employee, the employee shall receive an additional day of vacation in lieu of the holiday(s).

Section 5. If a holiday falls within a designated vacation period, said vacation will be considered a request for a holiday for any purposes of scheduling. Employee vacation requests will take precedence over holiday requests for purposes of scheduling. After all vacations are scheduled, holidays will be selected on a round-robin basis. All holidays that fall within a vacation period will be considered first choices.

ARTICLE VIII
VACATIONS

Section 1. Vacation Eligibility. All full-time employees with the required seniority shall earn vacation leave with pay in accordance with the following schedule, it being understood that each such employee has an anniversary date of January 1st.

| <u>Seniority Required</u> | <u>Vacation Leave</u> |
|---|---|
| Up to December 31 st of year of hire | 1 day per month (employment must commence prior the 15 th of that month for the first month eligibility) |
| Upon completion of 1 year of employment | 12 days per year |
| Upon completion of 5 years of employment | 15 days per year |
| Upon completion of 10 years of employment | 18 days per year |
| Upon completion of 15 years of employment | 20 days per year |

Upon completion of 20 years of employment 1 day for each year of employment up to a maximum of 25 days per year.

Section 2. Vacation Schedule. Seniority will be the controlling factor in scheduling vacations, in accordance with the applicable Township vacation policies. The Township has the right to determine the number of employees who may take vacations at any one time. No employee shall utilize more than two (2) weeks vacations at any one time without the approval of his department head. If agreement cannot be reached, the matter shall be referred for action by the department head to the Municipal Administrator.

Section 3. Only due to extreme circumstances, employees covered by this Agreement may be permitted with department head approval, to carry over a maximum of five (5) vacation days to the succeeding calendar year. Carry-overs must be scheduled by April 1st of the following calendar year. Such approval shall not be unreasonably withheld.

ARTICLE IX **GRIEVANCE PROCEDURE**

Section 1. A grievance is a complaint by an employee, the Union or the Township concerning the application or interpretation of this Agreement.

Section 2. Grievance Procedure. All grievances shall be handled in the following manner.

A. Step 1. An employee with a complaint shall notify his/her immediate supervisor within five (5) working days after the occurrence of the events giving rise to the complaint. The complaints shall be discussed informally by the employee and his/her immediate supervisor. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall give his/her

disposition, subject to the approval of the Administrator of the Township or his/her designated representative, within five (5) working days.

B. Step 2. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee and a representative of the Union, and presented by the Union to the Administrator of the Township or his/her designated representative within five (5) working days after receipt of the immediate supervisor's answer in the verbal procedure. Within ten (10) working days after receipt of the employee's written grievance, the Administrator of the Township or his/her designated representative shall meet with a representative of the Union to discuss the grievance. The Township shall respond to the written grievance and return it to the representative of the Union within ten (10) working days following said meeting. If the grievance is not satisfactorily resolved it may be submitted to the Township Committee for final determination.

C. Step 3. If the grievance is not satisfactorily settled at Step 2, it may be appealed within ten (10) working days to the Township Committee, who shall schedule, hear, and determine the grievance within twenty (20) working days after receiving it.

D. Step 4. Upon receipt of an adverse decision, the Union shall have thirty (30) days to appeal such determination to Arbitration under procedures provided by the Public Employees Relations Commission (PERC). The cost of the Arbitrator and related fees to be borne one-half by the employer and one-half by the employee's union.

Section 3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not

followed by the employee or representative of the Union, the grievance shall be considered settled in accordance with the Township's last disposition. If the time limit procedure is not followed by the Township, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

ARTICLE X
LEAVE OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to the applicable rules and regulations of the DOP.

ARTICLE XI
SICK LEAVE

Section 1. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to the applicable Rules and Regulations of the DOP.

Section 2. Upon retirement, each employee who has been employed by Hazlet Township (a) for not less than twenty-five (25) years, or (b) for not less than ten (10) years so long as he/she is at least sixty (60) years of age, is entitled to the payment of one hundred (100%) percent of his/her accumulated sick leave at his/her current rate up to a maximum of ten thousand (\$10,000) dollars.

ARTICLE XII
FUNERAL LEAVE

Section 1. When a full-time employee loses time from work because of the death of his/her spouse, father, mother, father-in-law, mother-in-law, grandmother,

grandfather, child, grandchild, foster child, sister, brother, stepchild, or stepparent, or other relatives living in the household, the employee will be paid by the Township his/her regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day for each day so lost from work, up to a maximum of three (3) days. Out-of-state funerals for the above-listed relatives will entitle the employee to five (5) bereavement days. No payment shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statements shall subject the offending employee to immediate disciplinary action. All bereavement leave must be taken within fourteen (14) days of the associated demise.

Section 2. When a full-time employee loses time from work because of the death of his/her aunt, uncle, brother-in-law, or sister-in-law, the employee will be paid by the Township his/her regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day for each day so lost from work, for not more than two (2) days so lost from work, during the period commencing with the day of the relative's death and ending with the day of the funeral or memorial service. It is understood that such payment will be made only when the employee is scheduled for work and would have worked except for the death of such relative. The maximum benefit allowance in any case will be two (2) days' pay. No payment shall be granted where the employee failed to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on a false statement shall subject the offending employee to immediate disciplinary action.

ARTICLE XIII
JURY DUTY/COURT APPEARANCE

Section 1. Jury Duty. Employees performing jury duty shall receive their base wages (excluding any overtime, holiday pay, etc.), which they would have earned on the particular days involved, where such jury service falls on their regular scheduled work days, in addition to the amount received for the jury service. Employees called for jury duty must notify their supervisor or other superior at least one (1) week prior to the date they are to report for jury duty and must furnish a copy of the summons.

Section 2. Court Appearance. If an employee is subpoenaed to appear in court during working hours as a part to a claim involving Township business, he/she shall receive time off with pay to attend the court. The employee is to notify, and furnish a copy of the subpoena to his/her supervisor, upon receipt thereof.

An employee shall not be entitled to this benefit if he/she is the moving party against the Township in a suit or if the Union is a party against the Township, unless it is the Township that subpoenas the employee. However, the employee shall have the right to be paid for such time, which shall then be charged against the employee's accumulated time off.

ARTICLE XIV
SAFETY AND HEALTH

The Township will comply with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. The Township shall at all times maintain safe and healthful working conditions.

ARTICLE XV
HOSPITALIZATION, MEDICAL, DENTAL, AND PRESCRIPTION
INSURANCE

Section 1. Hospitalization and Medical. The Township shall provide coverage for full-time employees and all regularly scheduled white collar employees who are scheduled to work not less than three ^{30 hrs.} ~~(3) full days~~ per week, and their eligible dependents, subject to a twelve (\$12.00) dollar per week payroll contribution. Effective July 1, 2004, employees shall be subject to a fourteen (\$14.00) dollar per week payroll contribution; effective January 1, 2005 the payroll contribution shall be sixteen (\$16.00) dollars per week for employees with any form of dependent coverage; effective January 1, 2006 the payroll contribution shall be eighteen (\$18.00) dollars per week for employees with any form of dependant coverage. The contribution for employees with single coverage shall remain at fourteen (\$14.00) dollars per week from July 1, 2004 through December 31, 2006.

In the event both spouses work for Hazlet Township, only one will be provided coverage. In the event of the death of one spouse, the other employee shall be provided with health benefits coverage.

Section 2. Dental. The Township will provide a dental insurance plan which provides coverage for all eligible employees and eligible dependents; said plan will provide for a minimum of seventy-five (75%) percent of the cost of UCR (usual, customary and reasonable) services provided. Should the dental program carrier make available additional preventative and diagnostic coverage payment for an additional premium, the employee will have the option to have said coverage and the Township will

deduct the premium for said coverage from the employee's salary on a monthly basis and forward same to the dental insurance carrier.

Section 3. Prescriptions. A prescription drug program will be provided for all eligible covered employees and eligible covered dependents. The co-pay for generic prescriptions shall be five (\$5.00) dollars, and the co-pay for brand-name prescriptions shall be ten (\$10.00) dollars. Effective January 1, 2005 the co-pay for generic prescriptions shall be ten (\$10.00) and the co-pay for brand name prescriptions shall be twenty (\$20.00) dollars. Effective on said date, a mail order option with no co-pay will be added.

Section 4. The Township reserves the right to provide reasonably equal coverage through different carriers or plans for any and all of the various health benefit coverage provided by the Township.

Section 5. An employee will be entitled to health benefits upon retirement for the employee only at the coverage rate upon retirement per state statute.

- A. Who have retired on a disability pension; or
- B. Who have retired after twenty-five (25) years or more of service credit in a State or locally administered retirement system and who have provided fifteen (15) years or more of service with the Township at the time of retirement; or
- C. Who have retired and reached the age of sixty-five (65) years and have twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of fifteen (15) years or more of service to the Township at the time of retirement; or

D. Who have retired and reached the age of sixty-two (62) years or older with at least fifteen (15) years of service with the employer.

At age 65, Medicare becomes the primary carrier, and the Township will pay the supplemental rate.

Any increase in premium coverage after retirement shall be borne solely by the retiree. Retiree may provide coverage for spouse at the prevailing rate, at his own cost, by reimbursing the Township on a monthly basis.

ARTICLE XVI
MILITARY LEAVE

Any permanent employee, who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve, shall receive a leave of absence for the period of such duty. Any employee returning from military service shall be re-employed in accordance with the applicable Federal law and/or the rules and/or regulations of the DOP, and shall be entitled to any other benefits set forth in this Agreement, provided he/she satisfies the eligibility requirements established under this Agreement.

ARTICLE XVII
SENIORITY

Section 1. Seniority is defined as the total length of service of an employee with the Township commencing with his most recent date of hire.

Section 2. Subject to the Rules and/or Regulations of the DOP, and whenever possible and practicable, employees with the greatest seniority will be given preference in temporary promotions, layoffs, recalls, shift assignments and vacation schedules.

Section 3. All regular appointments to positions in the competitive, non-competitive and labor divisions of the classified service shall be subject to a working test period of three (3) months in accordance with the provisions of the applicable Rules and/or Regulations of the DOP.

ARTICLE XVIII
MANAGEMENT PREROGATIVE

Section 1. Except as specifically modified, delegated or granted in this Agreement, all rights and powers the Township had, whether or not exercised, prior to the execution of this Agreement, shall be retained by the Township and remain exclusively in the discretion of the Township. Included in such rights, but not limited thereto, is the Township's right to manage and operate its facility; to contract or sub-contract work and/or services, to direct the activities of the working force and to determine its size; to add, change or terminate departments or working shifts, to hire, transfer, promote and lay off employees; to discipline and discharge members of the working force for just cause or reason; to introduce new methods of operation and administration; to determine, establish or modify job standards; to automate any and all of its facilities or equipment; to introduce and change machinery, equipment and technical apparatus; to discontinue or start any operation, department or service which it deems desirable and to determine the method and equipment to be used for rendering all necessary services or otherwise operating its facility.

Section 2. Nothing contained herein shall be construed to deny or restrict the Township in its exclusive right to administer itself, nor to deny or restrict the Township

in any of its rights, responsibilities and authority under any national or state laws or local ordinances.

Section 3. The failure to exercise any of the foregoing rights shall not be deemed to be a waiver thereof.

ARTICLE XIX **REST BREAKS**

All employees shall receive one (1) fifteen (15) minute rest break during the morning of their normal workday without loss of pay. The break time shall be at the discretion of the Township as near the middle of the morning as may be determined by the Township.

ARTICLE XX **CLASSIFICATIONS**

The qualifications, duties, and responsibilities of every position shall be clearly defined and set forth in writing.

ARTICLE XXI **WAGES**

The wages for all employees in all job classifications covered by this Agreement shall be set forth in the Salary Ordinance of the Township of the Hazlet, and as further described by name and annual salary as set forth in the appropriate resolutions to be duly adopted.

Section 1. Clerical Employees. Effective retroactively to January 1, 2004, all clerical employees shall receive an increase of three and three quarters (3.75%) percent above their 2003 base salaries.

Effective January 1, 2005, all clerical employees shall receive an increase of three and one-half (3.5%) percent above their 2004 base salaries.

Effective January 1, 2006, all clerical employees shall receive an increase of three and one-half (3.5%) percent above their 2005 salaries.

Section 2. Administrative Officer Compensation. Any C.W.A. member attending and working in a secretarial capacity for the Planning Board outside of his/her regular working hours shall be paid sixty (\$60.00) dollars per meeting. When a C.W.A. member is required to attend a Zoning Board meeting in a secretarial capacity outside of his/her regular working hours, he/she shall be granted compensatory time at one and one-half hours for every hour worked. Said compensatory time shall be utilized by the end of the month in which it was incurred.

Section 3. Salary pay will occur every two weeks.

Section 4. Merit Pay Increases. The Mayor and Township Council retain the right to award merit increases over and above the general wage increases. The failure to receive a merit increase shall not be the subject of a grievance. However, an employee may appeal to the Township Administrator, or his/her designee, if he/she does not get a merit increase. The decision the Township Administrator or designee shall not be appealable.

ARTICLE XXII **LONGEVITY**

Section 1. Each employee shall receive annual longevity pay as follows: (1) Completion of five consecutive years of service, one thousand, one hundred twenty-five (\$1,125.00) dollars; (2) Completion of ten consecutive years of service, one thousand,

four hundred seventy-five (\$1,475.00) dollars; and (3) Completion of fifteen consecutive years of service, one thousand, eight hundred twenty-five (\$1,825) dollars; and (4) Completion of twenty consecutive years of service, two thousand, one-hundred twenty-five (\$2,125.00) dollars.

Section 2. Effective January 1, 2005, each employee shall receive annual longevity pay as follows: (1) Completion of five consecutive years of service, one thousand, one hundred seventy-five (\$1,175.00) dollars; (2) Completion of ten consecutive years of service, one thousand, five hundred twenty-five (\$1,525.00) dollars; (3) Completion of fifteen consecutive years of service, one thousand, eight hundred seventy-five (\$1,875.00) dollars; (4) Completion of twenty consecutive years of service, two thousand, one hundred seventy-five (\$2,175.00) dollars.

Section 3. Effective January 1, 2006, each employee shall receive annual longevity pay as follows: (1) Completion of five consecutive years of service, one thousand, two hundred twenty-five (\$1,225.00) dollars; (2) Completion of ten consecutive years of service, one thousand, five hundred seventy-five (\$1,575.00) dollars; (3) Completion of fifteen years of service, one thousand, nine hundred twenty-five (\$1,925.00) dollars; (4) Completion of twenty consecutive years of service, two thousand, two hundred twenty-five (\$2,225.00) dollars.

Section 4. Payment of the longevity benefit shall be made in the first paycheck in December.

Section 5. Longevity will be paid pro rata as follows: In the event an employee is absent from duty for any reason, except for a valid work-related injury, for a period in excess of a total of three (3) months in a calendar year, exclusive of holidays,

personal days, vacation time, and up to fifteen (15) days sick time, said employee shall forfeit and/or return to the Township a pro-rated portion of the allowance under this Article. Notwithstanding, in case of retirement, if an employee retires on or before the fifteenth (15th) day of a month, he/she will not receive longevity pay for any days of that month. If an employee retires after the fifteenth (15th) day of the month, he/she will be paid longevity pro rata until the end of the month. In any event, if an employee has been employed by the Township for more than twenty (20) years at the time of retirement, he/she shall receive longevity pay through the end of the quarter following his/her retirement.

ARTICLE XXIII
JOB RELATED INJURY

An employee, who is injured while acting in the performance of his/her employment, shall receive full pay less the worker's compensation temporary disability payments to which he/she is entitled during the period of his/her absence from employment for up to thirty-nine (39) weeks for each injury. This is provided that either the Township physician designated by the Township's insurance carrier determines that said work related injury is a valid injury and that as a result of this injury warrants the appropriate time off. Such payment shall begin on the date of his/her injury or on the first day he/she is unable to work because of said injury, whichever is later, without having such absence charged against his/her sick leave or vacation leave. This provision shall apply to the obvious job related injury.

The Township Committee may rely on the decision of its worker's compensation carrier as to whether the employee's injuries are job related.

At any time that the workers' compensation carrier or the Workers' Compensation Division determines the injury is work related and commences the payment of temporary disability payments, the Township will likewise pay the full weekly pay for the period covered by said payment (up to the maximum of thirty-nine (39) weeks) less the amount of the workers' compensation temporary disability payments.

In any instances where the Township's carrier denies work relationship, this provision will become operative only after a decision by the Division of Workers' Compensation that the employee's injury was sustained in the performance of her employment. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by her and shall later be credited with any time so used by relinquishment of any payment later received for the same period.

In the event workers' compensation payments have commenced and are subsequently discontinued by the workers' compensation insurance company, the Township Committee, prior to discontinuing its payments, will serve written notice on the employee of its intended action in sufficient time to allow the employee to meet and discuss the reversal with the Township Committee before the proposed action is taken.

In the event that a claim is found not to be job related, it is understood that the employee has the option to use any or all of her accumulated sick leave and vacation leave before receiving any other disability payments available to him/her.

The Township has the right to receive reimbursement from the employee for any monies expended by it as a result of any fraudulent or misleading claim by taking away any or all sick or vacation leave accumulated by the employee up to the amount owed.

Such intention of proposed action must be served on the employee in writing in sufficient time to allow a meeting with the Township Committee to discuss the action before it is taken.

ARTICLE XXIV
AGENCY SHOP AND UNION DUES

A. Agency Shop

Section 1. Purpose of Fee. All eligible non-member employees in this until will be required to pay the majority representative a representation fee in lieu of dues for services rendered by majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Section 2. Amount of Fee. Prior to the beginning of each calendar year, the Union will notify the Township in writing of the amount of regular dues. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

Section 3. Deduction and Transmission of Fee. After verification by the Township that any employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of

regular membership dues to the Union. The Township shall deduct the representation fee as soon as possible after the tenth day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status. The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit

Section 4. Demand and Return System. The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union. The Union shall submit a copy of the Union review system to the Township. The deduction of the representation fee shall be available only if the Union established and maintains this review system. If the employee

is dissatisfied with the Union's decision, he/she may appeal to a three-member board established by the Governor.

Section 5. Township Held Harmless. The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Township in accordance with this provision. The Township shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Township as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

Section 6. Legal Requirement. Provisions in this clause are further conditioned upon all other requirements set by statute.

B. Union Dues. The Township agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Township, the amount of monthly union dues. Dues shall be per month in such amount as may be certified by the C.W.A. to the Township at least thirty (30) days prior to the month in which the deduction of union dues is to be made. Deduction of union dues made pursuant hereto shall be submitted by the Township to the C.W.A., c/o Treasurer, Communication Workers of America, Local 1032, 900 Brunswick Avenue, Trenton, New Jersey 08638, by the tenth (10th) day of the month following the calendar month in which deducts are made, together with a list of employees from whose pay such deductions were made.

The C.W.A. agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgment brought or issued against the Township with regard

to the dues check-off, except for any claims that result from negligent or improper acts of the Township of its agents or servants.

Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

The Township will immediately supply the Union with a copy of any request to halt dues.

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 prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

ARTICLE XXV **MISCELLANEOUS PROVISIONS**

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.

Section 2. Employees shall not be charged money for the loss or damage of, or to, the Township's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Township unless reasonable determination is made that the loss or damage was the result of negligence on the part of the employee.

Section 3. Tuition Reimbursement. Only approved job-related courses that are satisfactorily completed by an employee will receive 100% reimbursement for

tuition and books. Prior approval of the course must be obtained by the Administrator or his/her designee.

For any course taken beginning in the second year of this Agreement, if an employee resigns his/her employment with the Township within twelve (12) months from completion of the course or certification, whichever is later, the employee shall reimburse the Township for the cost of tuition and books it incurred.

ARTICLE XXVI
PERSONAL DAYS

Each employee covered under this Agreement shall receive three (3) personal days per year. Personal days shall not be carried over from year to year and must be used during the year acquired.

ARTICLE XXVII
HOURS OF WORK AND OVERTIME

Section 1. The normal work week for employees covered under this Agreement other than PST's shall be from 8:30 a.m. until 4:30 p.m., consisting of a thirty-five (35) hour workweek, seven (7) hours per day, five (5) consecutive days per week, from Monday through Friday. Recognized regularly scheduled part-time employees covered under this Agreement, who are scheduled to work not less than twenty-one (21) hours per week, seven (7) hours per day, shall work within the same work week and work hours.

From the first Monday in June until the first Monday in September, the work day for employees covered under this Agreement shall commence at 8:00 a.m. and terminate at 4:00 p.m. and this includes a one (1) hour unpaid luncheon period.

Employees excluded from the normal workweek are PST's and certain clerical employees of the police and road departments. In response to the concern for safety of the clerical employee in the recreation department, the Township shall maintain a wall mirror to enable the employee to see anyone coming into the building; the employee shall be permitted to park in front of the entrance after 2:30 p.m. In addition, the last public works employee to leave the building shall check all rooms in the building to make sure that no one else is in the building.

Section 2. Any work performed beyond thirty-five (35) hours in any work week shall be considered overtime and shall be compensated for at one and one-half (1 ½) times the regular hourly rate of pay provided work is within job category.

Section 3. Where a holiday falls within an employee's regular work week and the employee works his/her entire regular work week, he/she shall be compensated for same at his/her regular rate and one and one-half (1 ½) times his/her regular rate for working on the holiday.

Section 4. Overtime shall be distributed as equally as practicable among the employees within the department qualified and capable of performing the work available. Overtime work offered to, but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Section 5. When an employee is required to work on a Saturday, Sunday or holiday, he/she shall be guaranteed a minimum of two (2) hours work for pay at the time and one-half rate and such employee will be present and available to work for such minimum time. This, however, is not applicable to PST's who are regularly scheduled on these days.

ARTICLE XXVIII
WAIVER

Section 1. Except by mutual agreement, the parties agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

Section 3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXIX
UNION LEAVE

Members of the bargaining unit who are designated by the Union shall collectively be granted up to five (5) aggregate work days per calendar year with full pay to attend Union business and/or training.

ARTICLE XXX
DISABILITY PLAN

Section 1. All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan or an equivalent private disability plan that shall mirror the New Jersey State Disability Plan.

Section 2. This shall include (a) a claimant shall begin to collect disability payments after the first seven (7) consecutive days of each period of disability (the

“waiting week”); (b) the waiting week becomes compensable when disability benefits have been paid for all or some part of each of the three weeks immediately following the waiting week; (c) the weekly benefit amount is calculated on the basis of the claimant’s average weekly wages; (d) the claimant is paid two-third’s of his/her average weekly wage up to the maximum amount payable under the New Jersey State Temporary Disability Plan.

Section 3. Should the maximum disability amount payable be changed under the New Jersey State Disability Plan, so too will the maximum amount payable be changed under the Township’s private disability plan.

Section 4. Should the cost of private disability plan to the Township exceed \$13.18 per employee, per month (\$158.16 per year), then the Township shall so notify the employees and the Union, and the employees shall pay the difference through a payroll deduction. However, in no event shall the employee’s deduction exceed that which they would pay if they were covered under the New Jersey State Disability Plan.

ARTICLE XXXI
NO STRIKE/NO LOCKOUT

The Union hereby agrees not to cause any strike, work stoppages or slowdowns of any kind. The Township agrees that no lockout of employees shall be instituted or supported by the Township.

ARTICLE XXXII
EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be null and void, and shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXIII
HEALTH PLAN ALTERNATIVE

An employee who declines medical insurance coverage shall be entitled to payment of one-third (1/3) of the premium dollar savings. The Township shall pay the employee the dollars and provide no medical coverage to that employee for one (1) year. Any employee who elects this option must remain out of the plan for one year. However, at the end of the one-year period and for each subsequent year thereafter, the employee may opt to return back to the medical plan of the Township. The employee shall notify the Township in writing of his decision to decline medical coverage or to return to the Township medical plan during the open enrollment period in November of each year.

ARTICLE XXXIV
PUBLIC SAFETY TELECOMMUNICATORS

Holidays: Notwithstanding the provisions of Article VII, each regular full-time Public Safety Telecommunicator (hereinafter referred to as "PST") may take off seven (7) of the enumerated holidays each year, provided he/she gives written notice

thereof to his/her supervisor at the time he/she is required to give notice of his/her desired vacation. If any of the enumerated holidays fall on Saturday or Sunday, PSTs shall have the option of taking off the actual holiday, or the day that it is celebrated.

PST's previously approved personal days will be allowed to be taken on holidays at the Township's discretion. If a PST is off on a previously scheduled personal day, he/she shall receive eight (8) hours personal pay plus eight (8) hours holiday pay and be charged a personal day. If a PST calls in sick on a holiday, said PST shall receive only sick pay and be charged for that sick day, forfeiting holiday pay.

Salaries: PSTs shall be paid in accordance with the attached salary scale, based upon their years of full-time employment as PSTs with the Township of Hazlet.

PSTs who are certified to train other PSTs, and actually engage in such training, shall receive a \$200.00 annual training stipend.

Uniform and Shoe Allowance: Regular full-time PSTs shall, after completion of the remainder of the calendar year of their first year of employment, receive nine hundred (\$900.00) dollars as a uniform and shoe allowance; it being understood that, as a condition of their initial employment, they shall be furnished, without cost, the complete basic uniform in accordance with past practice.

Payment thereof will be made on or before June 1st, or upon adoption of the budget by separate check with appropriate deductions. In the event a PST is absent from duty for any reason for a period in excess of a total of three (3) months in a calendar year, exclusive of holidays, personal days, vacation time, a valid work-related injury or injuries, and up to fifteen (15) days sick time, said employee shall forfeit and return to the Township a prorated portion of the allowance under this Section.

EMT Certification: A PST who attains an EMT certification shall receive a one-time stipend of \$500.00 added to his/her base pay.

Hours of Work: Any work performed by PSTs beyond the forty (40) hours in any workweek shall be compensated for at one and one-half (1 ½) times the regular hourly rate of pay provided work is within job category. PSTs have the option of receiving pay for hours accumulated beyond their forty (40) hours in any work week or compensatory time in lieu of pay. Compensatory time accumulated during this contractual agreement shall be utilized no later than six (6) months from the date of accumulation.

Upon the commencement by the Chief of Police of a rotating schedule for full-time PSTs, a night differential of three (3%) percent per hour will be paid to all PSTs working the 3:00 p.m. – 11:00 p.m. or 11:00 p.m. – 7:00 a.m. shifts.

PSTs shall work daily eight (8) hour shifts totaling a forty (40) hour work week.

ARTICLE XXXV **DURATION**

This Agreement shall become effective on the 1st day of January, 2004 and shall continue in full force and effect, and expire on the 31st day of December, 2006. If either party desires to amend and/or terminate this Agreement, it shall at least sixty (60) days prior to the above termination date, give the other party written notice. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

DISPATCHER STEP SCALE FOR 2004 -2006

| | 2004 | 2005 | 2006 |
|--------|-------------|-------------|-------------|
| STEP 1 | \$24,443.20 | \$27,298.71 | \$30,254.17 |
| STEP 2 | \$25,565.36 | \$28,460.15 | \$31,456.25 |
| STEP 3 | \$26,687.52 | \$29,621.58 | \$32,658.34 |
| STEP 4 | \$27,809.68 | \$30,783.02 | \$33,860.42 |
| STEP 5 | \$28,931.84 | \$31,944.45 | \$35,062.51 |
| STEP 6 | \$30,054.00 | \$33,105.89 | \$36,264.60 |
| STEP 7 | \$31,176.16 | \$34,267.33 | \$37,466.68 |
| STEP 8 | \$32,298.32 | \$35,428.76 | \$38,668.77 |
| STEP 9 | \$33,420.48 | \$36,590.20 | \$39,870.86 |

-Marvel -

905.30 - 1,102.20

24,443.20 - 28,460.15

31,944.45

Step 3
23,795.20

IN WITNESS WHEREOF, the parties have hereunto, by their duly authorized representatives, executed this Agreement on the 20th day of July, 2004.

ATTEST:

HAZLET TOWNSHIP

Maureen Shepherd
Maureen Shepherd
Municipal Clerk

BY: Margaret J. Margiotta
Margaret J. Margiotta
Municipal Administrator

CWA LOCAL 1032

By: Bernice L. Krawczyk
Bernice L. Krawczyk, CWA Local 1032 Representative

Mary DeAngelo
Mary DeAngelo, Bargaining Committee Member

Karen Ackerson
Karen Ackerson, Bargaining Committee Member

Carol LaManna
Carol LaManna, Bargaining Committee Member

Nancy O'Grady
Nancy O'Grady, Bargaining Committee Member

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Township of Hazlet ("Township") and Communication Workers of America Local 1032 ("Union") are signatories to a collective bargaining agreement covering the period January 1, 2004 through December 31, 2006; and

WHEREAS, the parties desire to memorialize their understanding regarding the Dispatcher Step Scale in said agreement, in particular with regard to employee Karen Ackerson; and

WHEREAS, Ms. Ackerson's 2003 annual salary was \$29,621.60, which was above the 2003 Step Scale due to her merit increase; and

WHEREAS, the parties agree and understand that Ms. Ackerson's 2004 annual salary is not properly reflected on the Dispatcher Step Scale; it is therefore

AGREED AND UNDERSTOOD, that in lieu of the salaries on the step scale, Ms. Ackerson's annual salary shall be as follows:

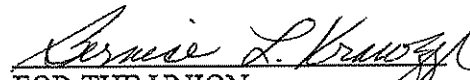
2004: \$32,732.41

2005: Ms. Ackerson will return to Step 9 of the Salary Guide and receive \$36,590.20

2006: Ms. Ackerson will remain at Step 9 (the highest step) of the Salary Guide and receive \$39,870.86; and

It is further **AGREED AND UNDERSTOOD**, that this Memorandum of Understanding is not precedent setting with the Union and is meant for this individual employee only.


FOR THE TOWNSHIP


FOR THE UNION

Dated: July 30, 2004

Dated: July 20, 2004

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name Patricia R. Johnson

Title Director of Personnel