

Contract no. 413

AGREEMENT

between the

TOWNSHIP OF HAMILTON  
MERCER COUNTY

and

COMMUNICATION WORKERS OF AMERICA  
HAMILTON TOWNSHIP SUPERVISORY ASSOCIATION  
(UPPER LEVEL)

January 1, 1991 through June 30, 1993

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## PREAMBLE

This Agreement made between the Township of Hamilton, hereinafter referred to as the "Employer," and Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union," covering employees in the Hamilton Township Supervisory Association, has as its purpose the improvement and promotion of harmonious employee relations between the Township and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work, and other terms and conditions of employment.

## ARTICLE I

### RECOGNITION

SECTION I: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work, fringe benefits, and of other terms and conditions of employment for all full-time permanent and provisional employees, and permanent part-time employees (defined as employees who must work a minimum of 20 hours per week), in the classifications listed under the Appendix attached hereto, and for such additional classifications as the parties may later agree to include.

SECTION II: Excluded are-

- A. Seasonal Employees
- B. Part-time Provisional and Temporary Employees
- C. Managerial Executives
- D. Policemen
- E. Employees Represented by Other Certified Bargaining  
Units
- F. Confidential Employees
- G. Craft Employees
- H. All Non-Supervisory Employees

ARTICLE II  
MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, are solely the responsibility of the Employer. Accordingly, the Employer retains all rights, including, but not limited to the following rights. Select and direct the working forces, including the right to hire, suspend, or discharge for just cause; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work; to decide the number and location of its facilities, stations, etc.; to determine the work to be performed within the Unit; maintenance and repair; amount of supervision necessary; machinery and tool equipment methods; schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; to purchase services of others; to contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

ARTICLE III  
GENERAL PROVISIONS

SECTION I: The Union President will be notified in writing by the Employer or its designee of any changes affecting personnel due to transfer or promotion within a reasonable time after the issuance of such notice in order to conform more closely with Civil Services rules and regulations.

SECTION II: The Employer will provide one (1) bulletin board per building in a place designated by the Employer to the Union for its exclusive use.

SECTION III: The Employer agrees that, during working hours on Township premises and without loss of pay, Union representatives shall be allowed to: post Union notices; accept Union membership during all employees' non-working time; attend negotiation meetings; transmit communications authorized by the Union or its officers to the Employer; and consult with the Employer or other Union representatives concerning the enforcement of any provisions of this Agreement. Representatives of the Union, who are not employees, shall be admitted on the premises of the Employer.

SECTION IV: The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees should not result in layoffs of any employees covered by this Agreement.

SECTION V: Employees have the responsibility to notify their supervisor in accordance with departmental regulations

prior to the beginning of the employees starting time if they are to be tardy or absent. If for some reason the employee is unable to call prior to his starting time, he must make a notification within the first hour of work except in a continuous operation. Continuous operation employees will be required to call prior to the start of the shift, or will be subject to disciplinary action.

SECTION VI: Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The employee may file a written response to any memorandum or document which is derogatory or adverse to him. Such response will be included in the personnel file, attached to and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon his request.

SECTION VII: The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with wearing apparel, tools or devices deemed necessary in order to ensure their safety and health. When such materials are issued, it is the employees' obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the



joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union's safety committee member reasonable time to investigate safety and health complaints in his department during his working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety committee member will accompany the Union representative on his investigation.

SECTION VIII: It is agreed that the parties shall refrain from the commitment of any unfair practice and it is further agreed that the requirements of negotiability, as set forth in statutes and amendments thereto, shall guide the conduct of the parties during the term of this Agreement.

These agreements are not intended to limit the freedom of speech of the Union or its members.

SECTION IX: The Employer and the Union agree that they will not discriminate against nor harass employees from either management or the Union.

The Employer and the Union agree not to interfere with the rights of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or

non-membership. The Union recognizes its responsibility as the exclusive representative for all employees in the Unit without discrimination.

SECTION X: Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his paycheck. This deduction will be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be irrevocable during the term of this Agreement.

The Township agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of union dues, an amount equal to 85 percent of the present union dues. The Township agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the local Union President.

Deduction of Union dues made pursuant hereto shall be remitted by the Township to the Union, c/o Secretary/Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.

SECTION XI: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Agreement.

SECTION XII: The Union has sole right and discretion to designate Shop Stewards and specify their respective responsibilities and authority to act for the Union. The Employer agrees to recognize a reasonable number of Union Shop Stewards (minimum 3) as mutually agreed to by the Employer and the Union. The Employer will appoint appropriate representatives of management who will respond to the Union in grievance procedure or other designated functions. Should conflict arise, the parties agree to resolve the conflict through further discussion.

#### ARTICLE IV

##### GRIEVANCE PROCEDURE

SECTION I: Grievance Defined: Grievances are contractual if based on a breach, misinterpretation or improper application of the terms of this Agreement; or are non-contractual if based on a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders affecting the terms and conditions of employment applicable to the agency or department head which employs the grievant.

SECTION II: Purpose: The purpose of this procedure is to assure prompt and equitable solutions to problems arising from the administration of this Agreement or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rules.

SECTION III: Matters Beyond the Scope of Grievability: When a grievance involves an alleged violation of rights and privileges specified in Civil Service Laws and rules, for which there are specific appeals to Civil Service, the employee shall present his complaint to Civil Service directly. The Union may represent the employee and its representative may be an attorney.

Whenever a permanent employee shall be disciplined for just cause up to and including removal as setforth in but not limited to Civil Service Rules 4:1-16.7 & 16.9, he shall appeal such action directly to Civil Service. The Union may represent the employee and its representation may be an attorney. In all other disciplinary actions, employees may use the grievance procedure as appeal against such actions, which procedure will be at the step 2 level, and which decision will be final.

If the Employer imposes discipline, written notice containing specifications of the nature of charges and the nature of the discipline shall be given to the employer. The name of any employee so notified shall be transmitted to the Union President within 72 hours after the notice is issued to the employee.

Any disciplinary matter of less severity (e.g. reprimand, suspension of five (5) days or less, or fines of less than six (6) days pay) than those from which appeal may be made to the Civil Service Commission may be the subject of an appeal filed through the grievance procedure.

Any grievance involving disciplinary action in excess of a written reprimand may include binding arbitration as a final step.

A. A grievance must be filed initially within three (3) working days from the date on which the act which is the subject of the grievance occurred or three (3) working days from the date on which the grievant should reasonably have known of its occurrence. Where a grievance exclusively involves an alleged error in calculation of salary payments, the grievance may be timely filed within thirty (30) calendar days from the time the individual should reasonably have known of its occurrence. Other reference to days in this process are working days.

B. Time limits under this Article may be changed by mutual agreement and requests for extension of time limits will not be unreasonably withheld.

C. If the finding or resolution of a grievance at any step in the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

D. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or move to step 2 or step 3 without a hearing at a lower step.

E. Where a grievance directly concerns and is shared by more than 1 grievant, such group grievance may properly be initiated at whichever is the first level of supervision common to the group, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Union representative and 1 of the grievants designated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the Employer to consolidate such grievances for hearing as a group grievance.

F. Time-off for grievance hearings will be granted to the grievant (1), the Union employee representative, and a reasonable number of witnesses without loss of pay for the time of appearance and travel time if the hearing is held during their normal scheduled working hours.

G. Union representatives may have the right to question any witnesses who appear at any step of this procedure.

H. It is agreed that an employee in the use of this grievance procedure shall not be coerced, intimidated or suffer

any reprisal, either direct or indirect, as a result of such use.

I. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of any grievance at any step or terminate an employee's grievance at any step shall be final as to the interest of the grievant and the Union.

J. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

SECTION VI: Grievance Steps:

Step 1: An employee may orally present and discuss their problem with his department head on an informal basis. If the matter is not resolved informally, the grievant may present a grievance in writing to the department head, who shall hear the grievance. The grievant may be represented by a Union employee representative. Witnesses may be heard and pertinent records received.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing. Should the grievance not be satisfactorily

resolved or should there be no response within the three (3) days, the grievant may then exercise the option within seven (7) days to proceed to the next step.

Step 2: If the grievant is dissatisfied with the decision from Step 1, he may present his grievance in writing to the Business Administrator or designee, who shall hear the grievance. Witnesses may be heard and pertinent records received. The grievant may be represented by the Union non-employee representatives and/or an employee representative.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing. Should the grievance not be satisfactorily resolved or should there be no response within the three (3) days, the grievant may then exercise the option within seven (7) days to proceed to the next step.

Step 3

A. Civil Service Review: If the grievant is dissatisfied with the disposition of a non-contractual grievance by the Business Administrator or designee, he, may appeal the grievance to the Civil Service Commission for a review if the grievance does not involve an arbitrable dispute. When the review is scheduled, the grievant may be represented by Union representatives and/or an employee representative. Witnesses may be heard and pertinent records received.



B. Arbitration: If no settlement of a contractual grievance is reached between the parties and if the grievance involves an arbitrable dispute, either the Employer or the Union, or both, may move the grievance to arbitration within 30 days from the time the answer in writing from either was due.

Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration and request a list of arbitrators to be furnished to the Employer and the Union. If the Employer and the Union cannot mutually choose a satisfactory arbitrator within 30 days after receiving the list, the Commission shall appoint an arbitrator to hear the matter and render his award in writing. The award shall be final and binding. The cost of the arbitrator's fees shall be shared by the Employer and the Union. The arbitrator shall interpret this Agreement as written and shall not alter, amend, nor add to the terms of this Agreement.

C. A grievance may be appealed by either of the aforementioned processes but not to both.

#### ARTICLE V

#### OUT-OF-TITLE WORK

The Employer and the Union agree that employees shall be assigned work appropriate to and within their job classifications. The practice of regularly assigning

out-of-title work, whether higher or lesser job-title, which is brought to the attention of the Union, shall be corrected immediately or by adjusting such work as early as possible, but no later than 90 days from the time of notification. Any dispute as to whether work is within a job classification shall be resolved by appeal to the Career Service by the Union, employee or employer. Employee disputes, as to the period of adjusting out-of-title work exceeding 90 days, will be resolved through the grievance procedure.

## ARTICLE VI HOURS OF WORK

SECTION I: Workweek: The workweek shall consist of 5 consecutive days, Monday through Saturday inclusive. For payroll purposes, the workweek shall commence every Monday at 7:00 a.m.

SECTION II: Work Schedule: Except for emergency situations, changes in work schedules and assignments shall be made according to the seniority provisions of the Agreement. In an emergency, each and every employee shall be subject to call for emergency duty and it is each employee's responsibility to cooperate and accept such emergency work, when required. Emergency is hereby defined as the period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what condition constitutes an emergency will be at the discretion of the Mayor and/or his designee, and will be subject to the grievance procedure.

ARTICLE VII

HOLIDAYS

SECTION I: The following days will be recognized as the paid holidays under the term of this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

SECTION II: In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

SECTION III: In addition to the aforementioned holidays, the Employer will grant a holiday whenever declared by Proclamation of the Township government.

SECTION IV: In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

SECTION V: Whenever a holiday falls during the time an employee is utilizing combined leave, benefits that day will not be considered a combined leave benefit. Employees who are on leave of absence without pay will not be eligible for holiday pay.

## ARTICLE VIII

### LEAVES OF ABSENCE

SECTION I: Paid Sick Leave: Sick leave for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or 15 days per year. Sick leave days for provisional and temporary employees shall accumulate on the basis of 1 day per month or 12 days per year.

Sick leave benefits are granted to employees when they are unable to perform their work by reason of personal illness, accident or exposure to a contagious disease.

Family Leave benefits are granted to employees for emergency attendance upon the member of the immediate family who is seriously ill and requires their presence or because of death in the immediate family consisting of father, mother, wife, husband, child, sister or brother.

For the purpose of benefit accumulation, accrual sick leave and family leave are combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct.

Combined leave benefits for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or fifteen (15) days per year. Combined leave benefits for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Combined leave benefits are credited to all permanent employees in advance of January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full 12 months during the year. If the employee does not work 12 months during the year, combined leave benefits will be pro-rated accordingly. Paid absences are treated the same as days worked for the purpose of computing combined leave benefits.

Any amount of combined leave benefits not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to combined leave benefits, his superior shall be notified prior to the employee's starting time or in conformance with department regulations. An employee shall submit a leave slip clearly indicating whether his absence was due to sick leave or family leave.

Combined leave benefits are not to be used for personal business. When such benefits are so improperly used the employee is subject to disciplinary measures which can result in his or her removal. The employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of this report.

Combined leave benefits shall continue to accrue while any employee is on any leave with pay. Credit shall not accrue while an employee is on any leave without pay except military leave.

Combined leave benefits will be at a rate equivalent to that payable if the employee were present for work.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full twelve (12) months during the year. If the employee does not work twelve (12) months during the year, sick leave will be pro-rated accordingly. Paid absences are treated the same as days worked for the purpose of computing sick leave.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to sick leave, his superior shall be notified prior to the employee's starting time or in conformance with department regulations.

Sick leave is not to be used for personal business. When sick leave is so improperly used, the employee is subject to disciplinary measures which can result in their removal. The employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of this request.

Employees having accumulated ten (10) or more of their credited fifteen (15) sick days for the year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise the option by December 1st of the year in which the requirements have been met. Any decision to exercise this option, subsequent to December 1st of the year in which the requirements have been met, shall not be recognized.

Sick leave credits shall continue to accrue while any employee is on any leave with pay. Credit shall not accrue while an employee is on any leave without pay except military leave.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to a contagious disease, or for emergency attendance upon the member of the immediate family who is seriously ill and requires their presence or because of death in the immediate family consisting of father, mother, wife, husband, child, sister, or brother.

SECTION II: Bereavement Leave:

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law or any other relative living in the household of the employee, said employee shall be excused from work for a period not to exceed 4 work days for grieving purposes, commencing the day after date of death. The employee



will be paid his regular hourly rate for any such day of excused absence which occurs during his normal work week, but in no event more than 8 hours pay for any 1 day.

B. In the event of the death of any employee's brother-in-law or sister-in-law, the employee may be excused for the day before and the day of the funeral if they are scheduled to work.

C. In the event of the death of an employee's aunt or uncle, the employee may be excused for the day of the funeral if he is scheduled to work.

D. It is intended that the above payment to be made for such period only that the employee would have been working and that employees will receive only 1 benefit at 1 particular time. This is to say, there will be no pyramiding of benefits.

E. The Employer may require proof of relationship when the relationship is not common knowledge.

SECTION III: Occupational Injury: Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay from the day of injury provided that a physician authorized by the Employer specifies that the injury requires a disability release from employment. Employees will be reimbursed to the date of the injury when substantiated by the Employer's physician. Any amount of salary or wages paid or payable to such an employee for

disability leave shall be reduced by the amount of Workmen's Compensation paid under the N. J. Workmen's Compensation Act for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury.

Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classifications and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges, or benefits. Extension of the above limits may be applied upon approval of the Township Administration after careful consideration of the nature of accident and disability.

SECTION IV: Jury Duty: In the event that an employee is called to jury duty, he will be granted time off as the court requires. The employee's absence from work will not be counted against his regular vacation period or sick leave accumulation. The employee will be paid only for that time actually required to serve on jury duty. All requests for jury duty leave must be filed in advance with the Personnel Department.

SECTION V: Personal Days: All employees covered under this Agreement shall be entitled to five (5) personal days. These personal days shall be granted with pay and taken when an employee must conduct personal business. Personal days shall not be taken in conjunction with vacation or sick leave and said days must be approved 48 hours in advance of taking them. Personal days may be taken in half day (1/2) increments; must be taken during the calendar year in which earned; and are not accruable.

SECTION VI: Maternity Leave: Maternity leave without pay may be granted for a period of 6 months, provided the request for such leave is made in writing to the Personnel Division no later than the fourth month of pregnancy and approved by the Employer.

Sickness due to pregnancy shall be covered under the Sick Leave provision of this Agreement.

SECTION VII: Military Leave: Leave for Military purposes shall be granted in accordance with Rule 4A:6-1.11 of the N.J. Civil Service Rules, Title 4.

SECTION VIII: Witness Duty: When an employee is summoned or subpoenaed to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, he shall be granted the necessary time-off without loss of pay to attend if such appearance is during his scheduled work shift, provided such appearance is work related. The employee shall notify his superior immediately of this requirement for time off and subsequently furnish evidence that the witness duty for which the time off had been requested was performed.

SECTION IX: Administrative Leave:

Full-time employees, who have completed six (6) months of employment, shall be entitled to one (1) day of administrative leave of absence with pay in each calendar year for work related activities as specified in the Township Personnel Policy Manual. Administrative leave shall be scheduled in advance and shall be granted by the department head if said request does not interfere with the proper conduct of Township functions. Conflicts in the requests for the use of this leave among employees within the same work unit will be resolved on the basis of seniority. Administrative leave may be scheduled in units of half (1/2) day and shall not accumulate beyond the calendar year in which it was earned.

ARTICLE IX

SENIORITY, LAYOFF, AND RECALL, PROMOTION

SECTION I: Seniority is defined as an employee's continuous length of service with the Employer, beginning with their latest date of hire as provisional or permanent employee.

SECTION II: Layoff is separation of a permanent employee from his position for reasons other than delinquency or misconduct on his part. The Employer may layoff an employee in the classified service for purposes of budgetary limitations requiring a reduction of the number of employees in a given class after having first informed the Association of the need for such limitations.

A. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities and job-title to perform whatever work may be available.

B. The Employer agrees that employee layoffs for bonafide reasons shall be according to procedures specified in Civil Service Rules.

C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skill, abilities and job-title for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, on the recall list, unless such employees on recall refuse to accept such employment.

SECTION III: In all applications of seniority under this Article where ability to perform work and physical fitness are equal as determined by the Employer, seniority shall be given preference in promotions, demotions, layoffs, recall, vacation schedules and work shifts.

SECTION IV: Civil Service rules and regulations shall prevail in all of the above.

SECTION V: Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to statute and rules and regulations promulgated thereunder.

## ARTICLE X

### TRANSFER AND REASSIGNMENT

SECTION I: Transfer is the movement or change of an employee from one position or from one job-assignment to another within the same job classification in another organizational unit or department within Hamilton Township.

Transfers are:

- A. Permanent, if made for indeterminate periods.
- B. Temporary, if made for a period not exceeding 6 months.

SECTION II: Reassignment is the movement of an employee from one job assignment to another within his job classification and within the work unit, organizational unit or department.

Reassignment of employees may be made in accordance with the fiscal responsibilities of the Employer to improve or maintain operational effectiveness, or to provide employee development and job training or a balance of employee experience in any work area. Where such reassignments are not

mutually agreed to, the Employer will make reassignments in the inverse order of the job classification seniority of the employees affected, given the above conditions, providing the employees are capable of doing the work and it is agreed that special qualification of a personal nature or special hardship which may result will be given due consideration.

ARTICLE XI  
VACATIONS

SECTION I: All Full-time permanent and provisional and permanent part-time employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

Date of Hire to December 1st of year of  
Appointment..... 1 day per month  
One Year to Five Years.....12 working days  
Five to Ten Years.....15 working days  
Ten to Fifteen Years.....20 working days  
Fifteen to Twenty Years.....25 working days  
Over Twenty Years.....30 working days

For the purpose of computing years of service for vacation leave, anyone whose date of employment falls between January 1 through September 30 inclusive is entitled to count that period as a year of service. Vacation shall be computed on a calendar year basis; i.e. January 1 through December 31.

SECTION II: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

SECTION III: According to the Revised Statutes of N.J., Title II: 24A-1, vacation allowance must be taken during the current calendar year at such time as permitted. Unused vacation, WITH a maximum of ONE YEAR of earned vacation allowance MAY be carried forward into the next succeeding calendar year only. Where an employee has earned vacation in excess of one (1) calendar year's allowance as of October 1, the employee will meet with his superior to schedule off that excessive allowance so that no accrued vacation time will be lost.

SECTION IV: A permanent employee who returns from military service is entitled to full allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return. An employee who separated shall be entitled to the vacation allowance for the



current year prorated upon the number of months worked in the calendar year in which the separation becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

An employee, when retiring, shall be entitled to 1 year's vacation allowance plus any accrued vacation allowance.

SECTION VI: Upon the death of a permanent employee, any earned annual vacation leave shall be calculated and paid to his estate in a sum of money equal to the compensation figured on his salary rate at the time of the death.

SECTION VII: Vacation leave credit shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except for military leave.

ARTICLE XII  
INSURANCE AND RETIREMENT

SECTION I: The employer shall provide for all its employees and their eligible dependents covered under this agreement, a Blue Cross and Blue Shield P.A.C.E. hospitalization and medical insurance program, Rider J, major medical, mandatory second opinion, ambulatory surgery and a Pre-admission Review Program or the option of choosing an H.M.O. Program. (Medigroup Central, Medigroup I.P.N., or AETNA). Note: If HMO coverage rates are higher than the basic plan coverage rates, employees who elect an HMO will have the difference deducted from their pay checks.

It shall provide a Drug Prescription Program that includes a FOUR DOLLAR (\$4.00) co-pay. Co-pay will not be allowed as a major medical deduction.

The employer shall provide a Vision Care Plan and a UCR plus co-pay Dental Care Program WHICH INCLUDES THE OPTION OF AN HMO PROGRAM for all its employees and their dependents covered under this agreement.

EFFECTIVE JANUARY 1, 1992, EMPLOYEES WILL BE ENROLLED IN THE N.J. STATE DISABILITY PROGRAM. THE COST WILL BE SHARED EQUALLY BY THE EMPLOYER AND THE EMPLOYEE, WITH DEDUCTIONS MADE THROUGH THE PAYROLL DEDUCTION PLAN.

SECTION II: Effective January 1, 1980, the Employer agrees to provide retirement benefits in accordance with applicable statutes, with provisions of Chapter 88 of the Public Laws of 1974: N.J. State Health Benefits Programs included.

Effective June 1, 1987, retirees covered by the Township Health Benefit Program will be allowed to submit drug prescription costs to their major medical plan.

SECTION III: All employees shall be entitled upon normal retirement under the N.J. Public Employee's Retirement System to receive a lump sum payment at retirement as supplemental compensation for each full day of earned and unused accumulated sick leave and family leave benefits which is credited to them on the effective date of their retirement. The supplemental compensation payment to be paid shall be computed at the rate of sixty percent (60%) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave and family leave benefits based upon the average annual compensation received during the last year of employment, prior to the effective date of their retirement, provided however, that such lump sum payment of supplemental compensation payment shall not exceed \$21,000.

In the event of death the Township will pay a lump sum cash payment equal to sixty (60%) percent of the unused sick leave not to exceed \$21,000.00 to the estate of any employee who dies prior to retirement.

ARTICLE XIII

WAGE AND SALARY COMPENSATION PROGRAM

SECTION I: Longevity Pay: Employees covered by this Agreement shall be paid, in addition to their salaries, longevity pay on completion of the years of service as of January 1st as listed below:

	<u>1991</u>	<u>1992</u>	<u>1993</u>
5 years.....	450.....	475..	\$ <u>500</u> annually
10 years.....	625.....	650..	\$ <u>675</u> annually
15 years.....	775.....	800..	\$ <u>825</u> annually
20 years.....	1025.....	1050..	\$ <u>1075</u> annually
25 years.....	1125.....	1150..	\$ <u>1175</u> annually

Longevity pay shall be paid to full-time employees only and the amount to be paid shall be based on the years of continuous service with the Employer. All employees who have completed the above required years of service during any quarter of the calendar year shall be paid the pro-rated sum of longevity pay as set forth in the above schedule, AT THE END OF THE YEAR.

SECTION II: Transportation Allowance:

Whenever an individual employee is authorized and required to use their privately owned vehicle or as a condition of employment uses such vehicle, the Employer will be responsible in accordance with appropriate Township regulation for such sanctioned use and shall reimburse the employees no less than twenty five cents (25¢) for each mile of such use. The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardship on the employee, or when an official Township vehicle is available.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration as specified in the N.J. Motor Vehicle Regulations.

SECTION III: Tuition Refund Allowance:

It is agreed that the Employer will establish a tuition refund program. Information, including application details, will be provided to Union employees in the Township Personnel Policy Manual.

SECTION IV: Salary Program: Effective January 1, 1991 there will be a THREE (3%) percent increase in salary ranges.

Effective January 1, 1991 SALARY RANGE (S35) WILL CONSIST OF FOUR (4) STEPS.

Effective JULY 1, 1991 all employees covered by this agreement will receive a THREE (3)% percent across the board increase.

Effective JANUARY 1, 1992 all employees covered by this agreement will receive a TWO (2)% percent across the board increase.

EFFECTIVE JULY 1, 1992 ALL EMPLOYEES COVERED BY THIS AGREEMENT WILL RECEIVE A THREE (3)% PERCENT ACROSS THE BOARD INCREASE.

EFFECTIVE JANUARY 1, 1993 ALL EMPLOYEES COVERED BY THIS AGREEMENT WILL RECEIVE A THREE (3)% PERCENT ACROSS THE BOARD INCREASE.

Employees who have not reached their maximum shall receive an increment on their anniversary date. Anniversary date is the first day of the quarter following the date of hire, promotion or a salary upgrade.

ARTICLE XIV  
EFFECT OF AGREEMENT; SAVINGS CLAUSE;  
COMPLETE AGREEMENT

SECTION I: Regulatory policies initiated by the Employer which have the effect of work rules governing the conditions of employment and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make changes which have the effect of elimination in part or in whole such terms and conditions of employment, the Employer will notify the Union. If requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved. If a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

SECTION II: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain

in full force and effect for the duration of this Agreement. Upon the Request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

SECTION III: The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation.

#### ARTICLE XV

#### UNION REPRESENTATIVES

Union Representatives shall be permitted to attend seminars, meetings and conventions for Union business on Township time. Representatives of the Union shall be selected and written notice of their selection by the unit shall be given to the Township by January 1, and the Employer notified no later than thirty (30) days before the time the seminar, meeting and/or convention is scheduled.



ARTICLE XVI  
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of January, 1991, and shall remain in full force and effect through JUNE 30th 1993. It shall be automatically renewed from year to year thereafter unless either party shall give written notice 90 days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The parties agree to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such, impasse.

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWNSHIP OF HAMILTON  
AND  
COMMUNICATION WORKERS OF AMERICA  
HAMILTON TOWNSHIP SUPERVISORY ASSOCIATION  
(UPPER LEVEL)

PENSION REOPENER

THE PARTIES AGREE TO REOPEN THIS CONTRACT TO NEGOTIATE THE POSSIBLE IMPLEMENTATION OF AN "EARLY RETIREMENT PROGRAM" IF PERMITTED TO DO SO BY AMENDMENTS TO THE STATE PENSION LAWS.

WAGE REOPENER

THE PARTIES AGREE TO REOPEN THIS CONTRACT TO RENEGOTIATE WAGES IF THE PERMITTED BUDGET CAP INCREASE IS MORE THAN 0.5% ABOVE THE CURRENT 4.5%, OR IF ADDITIONAL BUDGET CAP EXEMPTIONS OR EXCLUSIONS ARE PERMITTED BY AMENDMENTS TO THE BUDGET CAP LAW OR BY THE LOCAL FINANCE BOARD.

TOWNSHIP OF HAMILTON

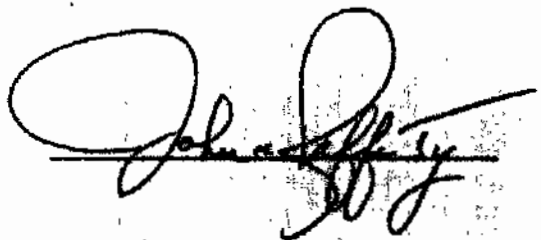
MEMORANDUM

TO: Directors  
FROM: Mayor John K. Rafferty  
DATE: March 13, 1989  
RE: COMP TIME FOR DIVISION SUPERINTENDENTS

As a result of the negotiations between the Township and the Union representing the Division Superintendents, it has been agreed that the Division Superintendents will no longer earn comp time, effective July 1, 1989.

In implementing this new policy any comp time which any members of this Union currently have on the books should be continued and used in accordance with Township policy.

In addition, I expect each of you to treat your division heads as I have treated you in regards to their work schedules. That is, while they will not earn comp time for attendance at night meetings or working required overtime, you should give them latitude in adjusting their schedules during the normal working hours.

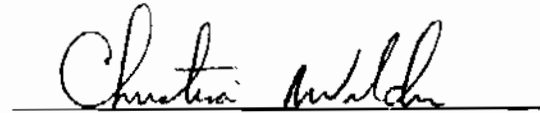


JFR:jdm

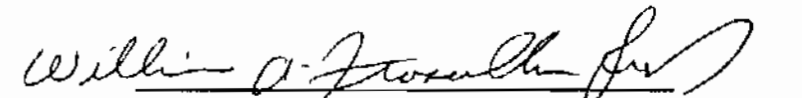
For the Township of Hamilton

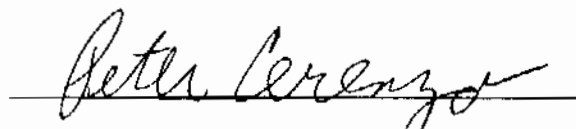
  
\_\_\_\_\_  
John K. Rafferty, Mayor

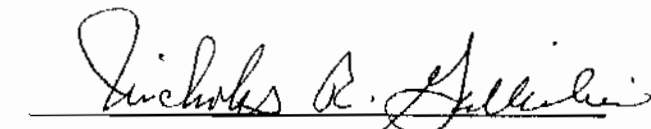
Attested By:

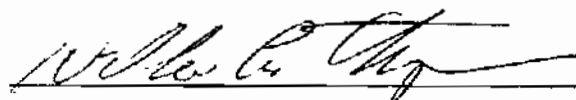
  
\_\_\_\_\_  
Christina N. Wilder  
Municipal Clerk

For the Upper Level Supervisory Employees

  
\_\_\_\_\_  
William A. Frascella, Jr., Unit President

  
\_\_\_\_\_  
Peter Crenzo, President  
Local #1032

  
\_\_\_\_\_  
Nicholas R. Gallicchio  
Staff Representative, Local 1032

  
\_\_\_\_\_  
Willie Thompson  
National Representative of CWA

TOWNSHIP OF HAMILTON

UPPER LEVEL SUPERVISORY ASSOCIATION

APPENDIX "D-2"

<u>CLASSIFIED SERVICE TITLE</u>	<u>RANGE</u>	<u>1-1-91 SALARY RANGE</u>
Construction Official	S35	46,112 - 55,486
Health Officer	S35	46,112 - 55,486
Municipal Parks Superintendent	S35	46,112 - 55,486
Planning Director	S35	46,112 - 55,486
Road Superintendent	S35	46,112 - 55,486
Sewage Plant Superintendent/Sewer Supt.	S35	46,112 - 55,486
Superintendent of Public Property	S35	46,112 - 55,486
Superintendent of Recreation	S35	46,112 - 55,486

UPPER LEVEL SUPERVISORY ASSOCIATION

APPENDIX "D-2"

<u>CLASSIFIED SERVICE TITLE</u>	<u>RANGE</u>	<u>7-1-91 SALARY RANGE</u>
Construction Official	S35	47,495 - 57,151
Health Officer	S35	47,495 - 57,151
Municipal Parks Superintendent	S35	47,495 - 57,151
Planning Director	S35	47,495 - 57,151
Road Superintendent	S35	47,495 - 57,151
Sewage Plant Superintendent/Sewer Supt.	S35	47,495 - 57,151
Superintendent of Public Property	S35	47,495 - 57,151
Superintendent of Recreation	S35	47,495 - 57,151

TOWNSHIP OF HAMILTON  
UPPER LEVEL SUPERVISORY ASSOCIATION APPENDIX "0-2"

TITLE	RANGE #	JANUARY, 1991	JULY, 1991	JANUARY, 1992	JULY, 1992	JANUARY, 1993
Construction Official	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Health Officer	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Municipal Parks Superintendent	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Planning Director	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Road Superintendent	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Sewage Plant Superintendent/Sewer Superintendent	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Superintendent of Public Property	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844
Superintendent of Recreation	535	46,112	47,495	48,445	49,899	51,396
		55,486	57,151	58,294	60,042	61,844

TOWNSHIP OF HAMILTON  
COUNTY OF MERCER, NEW JERSEY

**RESOLUTION**

No. 91 277

Approved as to Form and Legality

Factual Contents Certified to by

Richard A. Roman  
Township Attorney

John [Signature]  
Title

**RESOLUTION AUTHORIZING AGREEMENT WITH THE COMMUNICATION WORKERS OF AMERICA, CWA 1032 (UPPER LEVEL SUPERVISORS)**

BE IT RESOLVED by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey that the proper officials of the Township be and hereby are authorized to execute a labor agreement with the Communication Workers of America, CWA 1032, Upper Level Supervisors

BE IT FURTHER RESOLVED by the Council that a certified copy of this resolution and the labor agreement be filed with the New Jersey Public Employment Relations Commission as per N.J.S.A. 34:13A-8.2.

3-C  
MAY 21 1991

I hereby certify this to be a true copy.  
Township of Hamilton, County of Mercer, N. J.

Dated October 30, 1991  
[Signature]  
Municipal Clerk

Adopted by Council on May 21, 1991  
Date

[Signature]  
PRESIDENT

[Signature]  
MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
Michael Angarone	✓				✓	
Peter Burkhalter	✓					✓
John R. Lacy, Jr.	✓					
Kevin J. Meara	✓					
Carmela DeMarco	✓					
X - Indicates Vote    A.B. - Absent    N.V. - Not Voting    RES. - Moved    SEC. - Seconded						