

AGREEMENT

Between

TOWNSHIP OF HAMILTON
County of Atlantic

And

TEAMSTERS UNION LOCAL 331, IBT

January 1, 2024 - December 31, 2026

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ARTICLE 1 - PARTIES, PURPOSE, CONSIDERATIONS

- A. THIS AGREEMENT is entered into this _____ day of _____, 2023 by and between the TOWNSHIP OF HAMILTON, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the HAMILTON TOWNSHIP INDEPENDENT UNION/TEAMSTERS UNION LOCAL 331, of 1 Philadelphia Avenue, Egg Harbor City, New Jersey 08215 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

- B. WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay and other conditions under which the employees classified herein shall work for the Township during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.

- C. NOW, THEREFORE, in consideration of the performance and good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agreed to and with each other as follows:

ARTICLE 2 – RECOGNITION

A. The Township recognizes the Union as the sole and exclusive representative for all full-time and part-time employees for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel under contract listed in the classifications herein, and for such additional classifications as the parties may later agree to include.

B. The bargaining unit shall consist of the following titles:

White Collar

Clerk
TACO
Finance Clerk
Part Time Clerk

Blue Collar

Truck Driver/Laborer
Heavy Equipment Operator
Facility Maintenance
Foreman (working)

ARTICLE 3 - MANAGEMENT RIGHTS

- A. The Township of Hamilton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights subject to the requirements of N.J.S.A. 34:13A-1 et. seq.
- B. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing the personnel, methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
- C. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
- D. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Township after advance notice thereof to the Union.
- E. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
- F. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- G. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- H. The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department and the Township.
- I. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement and then only to the extent specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.
- J. Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities, and authority under N.J.S.A. 40A, or other national, state, county, or local laws.

ARTICLE 4 - EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination against any employee because of sex, race, creed, color, religion, national origin, ancestry, age, marital status, or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, gender identity or expression, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth and/or other characteristic protected by law or the presence of any sensory, mental or physical disability unless such disability effectively prevents the performance of the essential duties required of the position and which are bona fide occupational qualifications which cannot be accommodated without undue hardship.

- B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 5 – STRIKES

- A. The Township and the Union recognize the desirability of continuous and uninterrupted operation of all departments and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause for work interruptions during the terms of this Agreement. The Union accordingly agrees, during the term of this Agreement, that it will not, nor will any person acting on its behalf, cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence from their position, or stoppage of work or abstinence in whole or part, from full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
- B. The above is interpreted as: the Union may be held liable for damages for "wildcat" strikes unless the Union immediately disavows the strike in writing and notifies the strikers to return to work.
- C. In the case of a strike, the Township may apply for an injunction against the Union.
- D. The Union agrees that any strike is a breach of contract and that such act removes all impediments from and permits the Township to dismiss or otherwise discipline employees taking part in that breach of contract.
- E. The Township will not lockout any of its employees during the terms of this Agreement.

ARTICLE 6 - DUES CHECK-OFF & AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
1. Public sector employees, including nonmembers who paid agency fees as of June 27, 2018, may still decide to become a dues paying union member. Union members may still choose to pay their dues through a payroll deduction. N.J.S.A. 52:14-15.9e. Nothing in Janus impacts any agreements between a union and its members to pay union dues.
 2. An employee may authorize a payroll deduction by notifying his/her employer in writing. N.J.S.A. 52:14-15.9e. This writing may be in the form of a signed union card, or an electronic writing, or a signature consistent with N.J.S.A. 12A:12-2.
 3. Existing membership cards or other agreements by union members to pay dues should be honored. While Janus states that employees must provide clear and affirmative consent before payments may be deducted, these signed union cards, electronic writings, and signatures discussed above satisfy that requirement.
- B. The check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union, and verified by the Finance Office, during the month following the filing of such card with the Township. (Example: 2.25% of the Employees' hourly rate each pay plus \$4.00 once a month).
- C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Chief Financial Officer. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e¹, as amended.

¹ Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality, board of education or authority in this State, or by any board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

- F. The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.
- G. Employees covered under this Agreement may begin employment contingent upon the successful completion of post-offer physical and background check. All required payroll and/or other required forms, including signed dues authorization cards, must be submitted to the Finance Office within thirty (30) days of actual employment. Deductions for union dues will begin thirty (30) days after actual employment begins, or upon submission of a signed dues authorization card.
- H. Upon receipt of written authorization from the employee for deductions from wages, the Township agrees to deduct from the wages of said employees their contribution to the Teamsters Union Local 331 Political and Social Fund, or other similar organizations as may be requested by the Union. The Township will make deductions on a bi-weekly basis as provided in the authorization and will forward the amounts deducted to the Teamsters Union Local 331 Political and Social Fund, 1 Philadelphia Avenue, Egg Harbor City, New Jersey 08215, on a bi-weekly basis. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by applicable law.

Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

Nothing herein shall preclude a public employer and a duly certified majority representative from entering into a collectively negotiated written agreement which provides that employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative. Such collectively negotiated agreement may include a provision that existing written authorizations for payment of dues to an employee organization other than the duly certified majority representative be terminated. Such collectively negotiated agreement may also include a provision specifying the effective date of a termination in deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the public employer's disbursing officer.

This authorization for negotiation of exclusive dues deduction provisions shall not apply to any negotiating unit which includes employees of any local school district or county college.

As used in this section, dues shall mean all moneys required to be paid by the employee as a condition of membership in an employee organization and any voluntary employee contribution to a committee or fund established by such organization, including but not limited to welfare funds, political action committees, charity funds, legal defense funds, educational funds, and funds for donations to schools, colleges, and universities.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally in the presence of the Steward with any appropriate member of the Department.
1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
 2. With respect to employee grievances, no grievances may proceed beyond Step 4 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 4 herein.
- C. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance and any effect thereof shall have been fully determined.
- D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1:

The aggrieved through the Union Steward shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and the employee has or should have had knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township, in an informal manner with their immediate Supervisor. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2:

If no agreement can be reached orally, the Union may appeal the decision of the immediate Supervisor, in writing, to the Department Head, if appropriate, within three (3) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the proceeding oral discussion, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Department Head shall

respond, in writing, to the grievance within five (5) working days of the submission. If the grieving's immediate Supervisor is the Department Head, then this Step shall be bypassed.

Step 3:

If the Union wishes to appeal the decision of the Department Head, such an appeal shall be presented in writing to the Township Administrator within three (3) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. If requested, the Township Administrator shall meet with the Business Agent. The Township Administrator shall respond, in writing, within ten (10) working days of its submission, or meeting whichever is later.

Step 4:

If the grievance is not settled through Steps 1, 2, or 3, either party shall have the right to submit the dispute for arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within five (5) working days of the receipt of the response from the Township Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and be restricted to the application of the facts presented to them in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

- E. Whenever any representative of the Union, or any employee, is scheduled by the parties during their working hours to participate in the grievance procedure, such employees shall suffer no loss in pay or benefits. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal workday.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the Township within time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- A. There shall be no discipline or discharge except for just cause.
- B. Other than oral reprimands, the employee shall be furnished with a written copy of any disciplinary action taken, with reasons, therefore. Copies of all disciplinary notices shall be given in the presence of the Steward and a copy mailed to the Union.
- C. The employee shall sign for the complaint against them as an acknowledgement of receipt, which signature shall not be deemed an admission of guilt or liability.
- D. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
 - 1. Verbal reprimand
 - 2. Written reprimand
 - 3. Minor Suspension without pay (five (5) days or less)
 - 4. Major Suspension without pay (six (6) days or more)
 - 5. Termination
- E. The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.
- F. Employees shall receive an employee interview with the employee's Department Head whenever disciplined and the employee's response recorded and placed in their personnel file.
- G. Employees shall have the right to have a representative present at the employee's request at any and every step of the disciplinary procedure.
- H. ALL disciplinary matters/actions shall remain in the Employee's Personnel File; however, minor disciplinary actions that are of three (3) or more years shall not be considered in the determination of penalty for future discipline unless the underlying charges are similar to the prior disciplinary action. This shall not apply to any major discipline.

ARTICLE 9 - INSPECTION PRIVILEGE

- A. The Township recognizes the New Jersey Democracy Enhancement Act (WDEA) that includes among other things:
1. The right for the majority representative to include all full and part-time employees who perform negotiation unit work.
 2. The Township shall provide “access” to organization members, and grants the exclusive representative employee organization specific rights, including, but not limited to:
 - a. The right to meet with members on the premises of a public employer during the workday to investigate and discuss grievances or other workplace related complaints, or to address any other workplace issue;
 - b. The right to conduct worksite meetings on the employer’s premises during lunch and other non-work breaks, as well as before and after the workday, in order to discuss workplace issues, collective negotiations, administration of a collective negotiation agreements, and other matters related to the organization’s duties and internal union matters;
 - c. The right for representatives to meet with new employees for a minimum of 30 minutes within 30 calendar days from that employee’s date of hire, without charge for such time against the employee’s pay or leave time;
 - d. The right to certain employee contact information, to be produced in a specific timeframe;
 - e. The right of email use, for matters such as collective negotiation agreements administration, the investigation of grievance, other workplace related complaints or concerns, and internal union matters; and
 - f. The right to demand negotiations over rights of access, subject to binding arbitration.
 3. The WDEA furthermore prohibits public employers from encouraging employees to resign or relinquish membership in a union, and from encouraging them to revoke their authorization of fee deductions.
 4. Public employers likewise are prohibited from either encouraging or discouraging employees from joining, forming, or assisting a union.
 5. Pursuant to the WDEA, union fee deductions may be authorized by means of electronic communication and electronic signatures. In addition, employees of a public employer that have previously authorized deductions must give written notice to the employer “during the 10 days following each anniversary date of their

employment” if they wish to revoke their authorization. Upon receipt of an employee’s revocation, the public employer is required to provide notice to the union within five days. The revocation takes effect on the 30th day after the anniversary date of employment.

- B. Upon reasonable notice to the Township, the Business Agent of the Union, their designated representative, or the Shop Steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

ARTICLE 10 – STEWARDS

- A. The Township recognizes the right of the Union to designate one (1) Shop Steward and three (3) Alternate Shop Stewards - the three (3) Alternates would be one (1) of each division Blue-Collar, White-Collar, and Communications. The Union shall notify the Township in writing of the names of the Steward and Alternates and advise in writing each and every time a change is made. The Alternate will act only in the absence of the Shop Steward and in accordance with present practice.
- B. The authority of the Shop Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with provisions of this Agreement.
 - 2. The collection of dues when authorized by the appropriate Union action.
 - 3. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided, such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interferences with the Township's business.
- C. Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the Township's business.
- D. The Township recognizes the limitations upon the authority of Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of the Agreement.
- E. Shop Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing weekly overtime. The Steward shall investigate grievances in such a manner that does not interfere with the operations of the Township.
- F. Shop Stewards will be compensated for Union business, permitted by this Agreement, during working hours.

ARTICLE 11 - WORK SCHEDULE

- A. The regularly scheduled work week for all employees, unless otherwise specified herein, shall consist of five (5) consecutive days, Monday through Friday.
1. The regularly scheduled workday for white-collar employees shall be scheduled at the Township's discretion, between the hours of 8:30 a.m. and 4:30 p.m., thirty-five (35) hours per week/1820 hours per year.
 2. Each white-collar employee shall be entitled to one (1) sixty (60) minute lunch period.

The regularly scheduled workday for the blue-collar employees shall be scheduled at the Township's discretion, between the hours of 6:00 a.m. and 3:30 p.m., forty (40) hours per week/2080 hours per year. If summer hours (Memorial Day through Labor Day, 6:00 a.m. to 2:30 p.m.) need to be changed, the Township and the Union agree to meet and discuss.

- B. White-collar employees shall be entitled to one (1) ten (10) minute rest period during every three and one half (3.5) hour work period. The rest period shall be considered time worked.
- C. The regular starting time of work will not change without first having discussed such need with the Shop Steward and/or Business Agent of the Union.
- D. Blue-collar employees shall get one (1) fifteen (15) minute break on or about 9:45 a.m. and one (1) forty-five (45) minute lunch period from 12:00 p.m. to 12:45 p.m.

ARTICLE 12 – OVERTIME

A. Paid Overtime – Blue Collared Workers

1. The Employer will make every attempt to equally and fairly distribute overtime for all employees, except when overtime special skill requirements (i.e., CDL Classification, Skilled/Enhanced designations) are required.
2. In the event an employee is required and approved to work overtime, the employee shall receive either overtime pay at the rate of time and one-half (1½) of straight time rate for all time actually worked, which shall be rounded up to the next each quarter-hour for all time actually worked over forty (40) hours worked in the workweek or compensatory time at the rate of time and one-half (1½) for all time actually worked, which shall be rounded up to the next each quarter-hour for all time actually worked over forty (40) hours worked in the workweek.
3. Notwithstanding the above, Employees entitled to overtime pay in accordance with Section (A)(1 and 2) shall:
 - a. Receive overtime at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for all work performed on a Saturday.
 - b. Receive overtime at the rate two (2) times the employee's normal rate of pay for all work performed on a Sunday.
 - c. Receive overtime at the rate and one and one-half (1½) times the employee's normal rate of pay in addition to the employee's regular day's pay for all work performed on a holiday.
4. Scheduled overtime during an employee's regularly scheduled work week, Saturday, Sunday, or holiday shall be subject to the "time worked" provision outlined in Section (C). In addition, if an employee who works scheduled overtime during the regular work week or on Saturday, calls out "sick" the day following scheduled overtime, they shall only receive straight time pay for the hours worked. If an employee calls out "sick" after working scheduled over-time on a Sunday, they shall only receive overtime at the rate of one and one-half (1-1/2) times the employee's regular rate of pay in accordance with the Fair Labor Standards Act. If an employee calls out "sick" the day after working on a holiday, they shall only receive one-half (1/2) times the employee's regular day's pay in addition to the employee's regular day's pay in accordance with the Fair Labor Standards Act.

5. Emergency (non-scheduled) overtime shall not be subject to the "time worked" provisions of (A)(1) above. However, an employee calling out "sick" the day after performing emergency overtime shall not be penalized.

B. **Paid Overtime – White-Collared Workers**

Overtime shall be as follows:

1. All time worked in excess of thirty-five (35) shall be compensated at the employee's regular rate of pay.
2. All time worked in excess of forty (40) shall be compensated at one and one-half (1½) times the employee's normal rate of pay.
3. Unless expressly approved by their Department Head and Administrator or designee, no employee shall be paid overtime for working through lunch.
4. If Clerical employees are sent home due to an emergency event, during normal work hours and/or Public Works employees are required to continue working, the Public Works employees will receive compensation of a rate of one (1) hour for each one (1) hour they had to work that the Clerical employees were off.

- C. "Time worked" shall mean, for purposes of calculating overtime, hours worked during the pay period and shall include paid leave time. Unpaid leave time shall not be considered as "time worked."

- D. If an employee is called in to work, they shall receive a minimum of three (3) hours (Monday-Saturday) and four (4) hours (Sundays and Holidays), overtime pay at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay, so long as said recall is not contiguous with the employee's regular work shift. The Township has the right to require the employee to work the entire (3) period or (4) hour period when called on Sundays and Holidays.

E. **Compensatory Time**

The Employee may, at the Employee's option, elect to be paid for the above overtime or earn to take compensatory time off, provided the employee makes their selection prior to the work being performed or, at the Director's discretion, immediately after the work is performed. If the employee is already at the compensatory time maximum, overtime payment must be selected. Overtime shall be defined as time actually worked in excess of forty hours in a workweek. For the purposes of calculating overtime, only time worked shall qualify. Compensatory time is subject to the following additional conditions:

1. Employees may earn compensatory time throughout any calendar year, but at no point shall an employee be able to accumulate more than eighty (80) hours.
2. Employees are encouraged to use compensatory time during the calendar year in which the compensatory time is earned. Employees wishing to use their earned compensatory time shall notify the Director or designee on or before forty-eight (48) hours, or two (2) working days before the intended use of the compensatory time. No request shall be unreasonably denied, except as limited by the terms within this Agreement as to use with other leave time. Notwithstanding the above, the Director, at his/her sole discretion, can deny the use of compensatory for the efficiency and operation of the Department.
3. Employees are NOT permitted to use compensatory time in conjunction with any other leave, unless approved at the sole discretion of the Director.
4. Should an employee, for any reason, not be able to use their earned compensatory time by the end of the calendar year, they shall be able to carry forward a maximum of forty (40) hours into the next calendar year. In the event, the employee has more than forty (40) hours of earned compensatory time by the end of the calendar year, the Township shall pay the employee for said compensatory time.
5. Should an employee carry their earned compensatory time into the following year, this time shall be applicable to the eighty (80) hour compensatory time capitation.
6. Based upon the availability of Township funds as determined by the Administrator, employees may be permitted to be paid for all unused compensatory time earned during the calendar year.
7. Should an employee seek to be paid for all earned compensatory time, the employee must notice the Township by October 15th.
8. Employees shall be able to redeem their compensatory time at one hundred percent (100%) of current value at the time of separation, retirement, or termination.
9. The Township shall not unduly deny employees' use of compensatory time consistent with other leave policies.
10. Employees entitled to take compensatory time off must do so in minimum increments of one (1) hour each for white collar employees and four (4) hour increments for blue collar (same as other PTO).

11. Any employee with more than eighty (80) hours of compensatory time accumulated as of the ratification of this Agreement by both parties shall be able to retain and use that time, however, the Township reserves the right to buy that time down to the eighty (80) hours compensatory time capitation at any time.
- F. Overtime pay does not commence until the employee clocks-in, unless otherwise designated and approved by the Director.
 - G. Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed.
 - H. No employee shall have their workday or work week changed for the purpose of avoiding overtime.
 - I. During prolonged periods of overtime, employees shall be granted one (1) ten (10) minute paid rest period after the first two (2) hours of overtime, one (1) thirty (30) minute paid rest period following four (4) consecutive hours of overtime, and one (1) additional (10) minute paid rest period following the sixth (6th) hour of overtime.
 - J. If possible, employees shall be notified three (3) days in advance with respect to possible overtime, if no one signs up, the Township can assign in reverse order of seniority. If overtime is not necessary after such notification, there shall be no compensation. In the event of an emergency, advance notification is not necessary.
 - K. **On-Call Responders Pay:**
 1. Any employee required to be on-call, that includes hours outside their normal work hours as established herein above, such employee shall receive a stipend of twenty-one hundred (\$2,100) dollars annually, provided the employee meets all on-call assignments. The On-Call procedures are as follows:
 - a. On-call assignments are not intended to be so restrictive that the employees are not able to effectively use the time for their own purposes. Employees assigned to be “on-call” are free to leave their premises and may use the time for their own purposes, subject only to the following:
 1. The employee cannot be impaired so that, if necessary, they had to operate a vehicle pursuant to the laws of this State.

2. The employee must be at such a distance from the workplace that the employee can report to the workplace within the same or less time as it normally takes them to commute to work.
 3. The employee must reasonably, if not immediately, respond to calls to the contact information they provided the Township.
-
2. If the employee assigned to being “on-call,” is called into work, the employee will receive the overtime rate on their hourly rate of pay for all overtime hours worked with a minimum of three (3) hours.
 3. For clarity, the intent of “on-call” is so that the Township has dedicated personnel available to respond to weather emergencies, Township-designated special events and such similar emergent events.
 4. Should the employee not be available to perform their duties and responsibilities receive and/or, if necessary, fail to report to work, they will forfeit said On-Call compensation for the entire day (pro-rated) and the employee’s failure to respond to the employer’s notice to report to duty may result in disciplinary action.
 5. An employee designated for on-call shall be immediately available for duty during the period of on-call status at a known telephone number.

ARTICLE 13 – HOLIDAYS

A. The Township shall designate fourteen (14 ½) official Township holidays each year.

- | | |
|------------------------|-------------------------|
| New Year’s Day | Columbus Day |
| Martin Luther King Day | General Election Day |
| Presidents’ Day | Veteran’s Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | The Friday Thanksgiving |
| Juneteenth | ½ Day Christmas Eve |
| July 4 th | Christmas Day |
| Labor Day | |

B. Employees shall become eligible for holidays on their first day of employment.

C. Holidays that fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

D. Holidays that fall within an employee's vacation period shall be credited as a Holiday, and the employee's vacation period shall not be charged for a vacation day.

E. Any other holiday appointed, ordered, or created by the Township will also become a holiday for the employees covered by this Agreement. Any other day given to other Municipal employees due to emergency or unusual circumstances (i.e., snowstorm, hurricanes, air conditioning failure during summer, heating failure during winter, etc.) shall not be considered a holiday pursuant to this Article, and the employees covered by this agreement shall not be entitled to an additional day off.

F. Part-time employees shall not be entitled to holiday pay.

ARTICLE 14 – VACATIONS

- A. All bargaining unit employees, during their first six (6) months of employment shall be entitled to one-half (1/2) working day of vacation for each month of service. Thereafter, they shall be entitled to a paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
Beginning of 1 st month to 4 years:	1 day per month
Beginning the 5 th year:	1.5 days per month
Beginning the 10 th year:	20 days annually
Beginning the 20 th year:	24 days annually

All vacations will be available on January 1 of each year. Employees quitting or terminated will have their last pay adjusted if such employee has used more vacation than entitled to for that year in order to repay the Township.

- B. An employee shall not receive advance vacation pay without the accrued employment time.
- C. An employee may apply for special advance pay when going on vacation of five (5) days or more by submitting a request, in writing, to their Department Head at least thirty (30) days in advance of the desired prepay date. Upon approval of the Department Head, said request shall be forwarded to the Finance Office. (Must be at least one (1) full period prior to prepay date requested.)
- D. Employees may accumulate vacation days from one year to the next in an amount equal to that year's entitlement.
- E. An employee who terminates their employment with the Township, or whose employment is terminated by the Township shall be entitled to vacation time and/or vacation pay on a pro-rated basis.
- F. Vacation days must be taken in a minimum of one half (1/2) day increments, by blue collar employees and may be taken in minimum one (1/2) half hour increments by white collar employees, except in case of emergency with prior authorization of the Department Head. Request for the use of vacation days must be submitted to the Department Head, in writing, five (5) working days in advance.
- G. The use of vacation days may be denied by the Department Head in the event that the best interest of the Township would be adversely affected by the granting of said request. Vacation so denied shall be rescheduled within a reasonable period of time.
- H. Vacation leave will not accrue if an employee is absent for more than fifty (50%) percent of their scheduled workdays in any given month due to disciplinary suspension or leave of absence with or without pay. The term "leave of absence" shall not include other approved time off (e.g., vacation leave, holidays, sick leave, family leave, etc.). Accrued and unused

vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

- I. Part-time employees shall not be entitled to a prorated share of vacations.
- J. An employee whose employment with the Township is terminated for any reason, voluntarily or involuntarily, after using vacation time in excess of what has been earned to date, shall reimburse the Township for any used but unaccrued or unearned vacation days. An employee who fails to do so shall be deemed to have been terminated not in good standing. In addition, the Township may exercise any legal options it may have to recover the paid but unaccrued vacation time.
- K. Depending on the purpose of the employee's leave, the employee may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave.

ARTICLE 15 - PERSONAL DAYS

- A. Each employee covered by this Agreement shall be entitled to Three (3) personal days per year of this Agreement. Other than emergency circumstances, an employee shall notify the immediate Supervisor that it is his/her intention to utilize said personal days at least one (1) day (twenty-four (24) hours) in advance. An employee shall not be entitled to compensation for any unused personal days but said personal days shall be added to the employee's accumulated sick leave.
- B. Personal days must be taken in a minimum of one-half (½) day for blue-collar employees and one-half (½) hour increments for white-collar employees.
- C. An employee who terminates their employment with the Township, or whose employment is terminated by the Township, shall be entitled to personal time and/or pay on a pro-rated basis.
- D. Personal days may be denied by the Department Head/Supervisor in the event that the best interests of the Township would be adversely affected by the granting of the request. Said personal day so denied shall be rescheduled within a reasonable period of time.
- F. Part-time employees shall not be entitled to a prorated number of personal days.

ARTICLE 16 – WAGES

A. Calculation for the Employee's 2024 Wage:

1. Effective January 1, 2024, the employee's wage as of December 31, 2023, shall be increased by two and one-half percent (2.5%); however, if this calculation does not result in an amount that is equal to or greater than \$41,600 annually, the latter figure of \$41,600 shall be the employee's initial 2024 wage.

a. Effective January 1, 2024, all employees, based on the employee's years of service as of December 31, 2023 shall receive a one-time adjustment to their base wage as follows:

1. Blue-Collar employees will receive this one-time wage adjustment at fifty dollars (\$50.00) for each year or partial year of service.

2. White-Collar employees will receive this one-time wage adjustment at one hundred twenty-five dollars (\$125.00) for each year or partial year of service.

This amount shall be added to the employee's calculated January 1, 2024, wage.

b. Effective January 1, 2024, all Blue-Collared (DPW) employees, notwithstanding the above, will receive a one-time equity adjustment to those individual(s) whose wage is not commensurate with other employees in a similar job description, with similar years of Township service.

c. For Blue-Collared employees, effective January 1, 2024, the clothing allowance of One Thousand (\$1000.00) dollars shall be included into the employee's base wage.

d. Applicable to all covered employees, effective January 1, 2024, and annually thereafter, if an employee has been entitled to an educational remuneration that amount shall be included into the employee's base wage.

1. This adjustment(s) will be included annually in the employee's base wage and subject the calculation of overtime, pension, and other related calculations, but shall not be subject to any cost-of-living adjustment in the initial or any subsequent years.

2. Effectively, these adjustments will be removed after the last pay of the calendar year and reallocated to the base wage after any annual cost of living increase.

e. Effective January 1, 2024, and annually thereafter, qualified Blue-Collared (DPW) employees shall receive an annual adjustment for certain defined aptitudes as set forth below.

1. This adjustment(s) will be included annually in the employee's base wage and subject to the calculation of overtime, pension, and other related calculations, but shall not be subject to any cost-of-living adjustment in the initial or any subsequent years.
 - Skilled Journeyperson, defined as to have either graduated from an apprenticeship program for the applicable occupation, or has at least as many hours of on-the-job experience in the applicable occupation that is required to graduate from an apprenticeship program for the applicable occupation in the following disciplines: Electrical, Plumbing, HVAC, and/or Carpentry shall receive twenty-five hundred (\$2,500) dollars annually, provided the employee has maintained any annual requirement(s).
 - Special Enhancement Certifications that are defined for the purpose of this Agreement to be certifications for tanker, Hazmat, pesticide, and fertilizer disciplines shall receive five hundred (\$500) dollars annually, provided the employee has maintained any requirement(s).
 - New Jersey ISA Municipal Specialist & ISA Certified Arborist shall receive five hundred (\$500) dollars annually, provided the employee has maintained any requirement(s).

- f. Effective January 1, 2024, and annually thereafter, qualified Blue-Collared (DPW) employees shall also receive an annual adjustment for securing and maintaining a Class A or Class B Commercial Driver's License, shall receive the following:

Class A;	Two thousand (\$2,000) dollars
Class B:	One thousand (\$1,000) dollars

 1. This adjustment(s) will be included annually in the employee's base wage and subject to the calculation of overtime, pension, and other related calculations, but shall not be subject to any cost-of-living adjustment in the initial or any subsequent years.

- g. Effective January 1, 2024, and annually thereafter, employees holding the TACO title shall receive an annual adjustment of one thousand (\$1,000) dollars.
 1. This adjustment(s) will be included annually in the employee's base wage and subject to the calculation of overtime, pension, and other related calculations, but shall not be subject to any cost-of-living adjustment in the initial or any subsequent years.

- h. Effective January 1, 2024, and annually thereafter, qualified Blue-Collared (DPW) employee(s) who are qualified and at the direction of the Township,

perform the service of providing CDL training other employees shall receive an annual adjustment in the amount of two thousand (\$2,000) dollars.

1. This adjustment(s) will be included annually in the employee's base wage and subject to the calculation of overtime, pension, and other related calculations, but shall not be subject to any cost-of-living adjustment in the initial or any subsequent years.
2. Effective January 1, 2025, the employee's wage (without additions) as of December 31, 2024, shall be increased by two and one-quarter percent (2.25%).
3. Effective January 1, 2026, the employee's wage as of December 31, 2025, shall be increased by two and one-half percent (2.5%).
4. On a date determined by the Township, the position of "Foreman" may be created. If created and filled, the Foreman will receive two (2.0%) percent above the highest paid employee covered under this contract at the time of appointment.
5. MERIT PAY: Effective January 1, 2024, the Township will be implementing a Performance Evaluation Policy. Employee evaluations will be conducted annually, and as a derivative of this Policy, employees having:
 - a. No minor/major discipline for a prescribed period (January 1, 2024 – December 31, 2026; and
 - b. Have received a positive [Average or Better] performance evaluation for each of the years 2024, 2025, and 2026.
[Note: If an employee receives a below-average performance evaluation, but fully fulfills and achieves the requirements set forth in their Performance Improvement Plan, then, upon recommendation of the Director and approval by the Administrator, the employee's performance evaluation shall be deemed within acceptable parameters for the purpose of this provision]; and
 - c. Has not taken more time off than allotted (except in the case of a documented serious medical issue, FMLA/NJFLA, or Workers' Compensation matter) for the stated three (3) year period;
 - d. Shall receive a five hundred (\$500.00) dollar increase to their base wage, effective the last pay period in December 2026. This increase shall be a permanent increase to base wage and will not be subject to rescission regardless of subsequent disciplinary action or substandard performance evaluations. In all aspects, this supplemental amount will be subject to all calculations, benefits, and cost of living increases applicable to the employee's current base wage.

- e. In so stating this provision in this Agreement, does not abolish the Township managerial prerogative and authority to establish the criteria of this Policy at any time and/or to continue or rescind this Policy on or at any time after the expiration of this Contract.

THIS PROVISION IS NOT MANDATORILY NEGOTIABLE.

ARTICLE 17 - SICK LEAVE

A. Sick Leave May Be Used Under The Following Circumstances

1. The Township permits all employees, whether or not they are subject to the Act [N.J.S.A. §34:11D-3(a)], to use the earned sick leave accrued for any of the following instances:
 - a. Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee;
 - b. To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member;
 - c. If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
 - d. Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or
 - e. If an employee needs to attend a school-related conference, meeting, function, or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

- B.** The purpose of sick leave is to provide an employee with paid leave to address any of the circumstances set forth in paragraph (1) (a through e) above. In providing said leave, the Township expects that use of the leave shall be consistent with those permitted circumstances. In the event the employee is out due to his or her own personal injury or illness, whether physical or mental, the employee shall remain at his or her residence, during the employee's regularly scheduled work day, except to seek treatment for said illness, or in the event of a verifiable emergency. The Township reserves the right to require sick leave verification at any time the Township has a reasonable belief that sick leave is not being used for the permitted circumstances set forth above. Any employee utilizing leave time for a reason inconsistent with the proscribed circumstances that permit an employee to utilize paid sick leave shall be subject to major discipline.

- C. Sick leave credits shall not accrue after an employee has resigned or retired although their name is being retained on the payroll until exhaustion of vacation or compensatory leave. Paid sick days shall not accrue during a leave of absence without pay.
- D. An employee who is absent for reasons that entitle them to sick leave shall notify the Director or designee promptly, but not later than one (1) hour before the employee's usual reporting time that they intend to utilize a sick day.
- E. All sick leave will be available January 1 of each year (1-1/4 days per month - 15 days per year). Employees quitting or terminated will have their last pay adjusted if such employee has used more sick leave than entitled to for that year in order to repay the Township.
- F. An employee's supervisor may, at any time, require proof of illness of an employee on sick leave through the Township physician and at the Township's expense, whenever such a requirement appears reasonable to the Supervisor.
- G. The Township may prohibit employees from using foreseeable earned sick leave on certain dates and require reasonable documentation if sick leave that is not foreseeable is used during those dates.
- H. In the case of sick leave due to a death in the employee's immediate family, or use of sick leave to care for a member of the employee's immediate family, reasonable proof may be required.
- I. Anytime the Employer reasonably believes the employee is abusing sick leave or shows a pattern of use detrimental to the Township or is absent for less than three (3) consecutive days with cause, the Township may require reasonable proof of sick leave use.
- J. If required, a physician's certificate shall be secured at the employee's expense and shall be signed by a healthcare professional who is treating the employee or the family member of the employee. The physician's note shall:
 - 1. Indicate the need for the leave and, if possible, the number of days needed for the leave;
 - 2. Stipulate any period of incapacity or job-related restrictions;
 - 3. The Township shall NOT immediately seek a diagnosis/medical condition. Prolonged absence caused by any medical condition may warrant a fit for duty examination by a medical doctor ordered by and chosen at the Township's discretion.
- K. Sick leave must be taken in a minimum of one-half (1/2) day increments, by blue-collar employees and may be taken in minimum one (1/2) half hour increments by white-collar employees.
- L. In cases of leaves of absence ordered by the Atlantic County Health Department due to exposure to contagious disease, a certificate from the County Health Department shall be

required before the employee may return to work. If the exposure to the contagious disease happened while the employee was on duty, time lost will not apply to sick leave or any loss of pay.

M.

- 1 Employees hired prior to January 1, 1998 upon retirement, total disability, or death of an employee with fifteen (15) or more years of consecutive Township service covered under this Agreement, the Township will pay said employee or their estate the lesser of the following amounts:
 - a. An amount equal to the total number of accrued sick days multiplied by the employee's regular daily salary at time of retirement, total disability, or death, or
 - b. A lump sum of fifteen thousand dollars (\$15,000.00).
- 2 Employees hired after January 1, 1998 upon retirement, total disability, or death of an employee with fifteen (15) or more years of consecutive Township service covered under this Agreement, the Township will pay said employee or their estate the lesser of the following amounts:
 - c. An amount equal to the total number of accrued sick days at a rate of one (1) day's pay for every two (2) days accrued, computed at the employee's regular daily rate of pay at the time of retirement, total disability, or death, or
 - d. A lump sum of fifteen thousand dollars (\$15,000.00) for employees with fifteen (15) years or more of consecutive service with the Township of Hamilton.
- 3 This payment for accrued sick days will be made within one (1) year from the date upon which the Township is given written notice of the employee's retirement.

N. If an employee is absent from work for more than fifty percent (50%) of his/her scheduled workdays in any given month due to disciplinary suspension or a leave of absence with or without pay, said employee shall not accrue sick leave for that month. The term "leave of absence with or without pay" shall not apply to any other contractual time off (i.e., sick leave, injury leave, vacation leave, holiday leave, etc.).

O. Part-time and Seasonal Employees:

The Township has the sole authority to determine in any calendar or benefit year (so long as they do not overlap) to decide whether to implement the "front-load method" or the "accrual method." The Township has elected to use the Accrual Method for the 2024 calendar/benefit year.

1. Employees earn one (1) hour of paid sick leave for every thirty (30) hours worked, beginning on the first day of the calendar/benefit year, up to a maximum of forty (40) hours per year.

- a. Before use of earned sick leave, an employee must be employed for the “waiting period,” one hundred twenty (120) days, before using their earned sick leave. Part-time employees hired before June 30, 2018, will be able to immediately use any accrued sick leave.
2. Employees may only take earned time in a minimum of one-half (1/2) hour increments.
3. Employees can only carryover forty (40) hours of sick leave from one (1) calendar/benefit year to the next.
4. Employees may use only forty (40) hours of earned sick Leave in a benefit year.
5. Earned Sick Leave shall run concurrently with FMLA and NJFLA.

ARTICLE 18 - BEREAVEMENT LEAVE

- A. In the event that an employee's spouse, domestic/civil union partner, parent, child, foster child, adopted child, step-child, brother, sister, grandchild, or grandparent dies, the employee shall be entitled to five (5) days funeral leave, which must be taken on consecutive work days, when practical, and which must commence between the day of death and the day of the funeral.
- B. In the event that an employee's parent-in-law, brother-in-law, sister-in law, daughter-in-law, or son-in-law dies, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, when practical, and which must commence between the day of death and the day of the funeral.
- C. The Department Head and/or the Administrator may grant an employee one (1) leave day for the death of any other member of the employee's family. The granting of the day, in accordance with this section, shall only be for the day of the funeral. If additional time is necessary, it shall be taken as vacation or unpaid leave if vacation has been exhausted with advance authorization by the Department head and/or the Administrator.
- D. The employee must notify the Department Head upon making a determination to take time off from work. When completing an Absence Report, the employee's relationship to the deceased must be indicated.
- E. Employees who fail to return to work on the date specified to their department head without receiving an extension are subject to disciplinary action up to and including termination.

ARTICLE 19 – ON-DUTY INJURY LEAVE

- A. Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers' Compensation Act. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a workers' compensation physician appointed by the Township's workers' compensation carrier. Workers' Compensation is not a leave entitlement but only a wage replacement arrangement.
- B. Payment for unauthorized medical treatment may not be covered. No temporary Workers' Compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of seven (7) calendar days from the work-related injury, unless otherwise required by law or collective negotiations agreements.
1. The Township will provide incapacitated employees 100% of their wage at the time of the incident.
 2. The Township will receive reimbursement of 70% of the employee's wage from the Workers' Compensation insurance carrier.
 3. The monies received by the employee will be tax-free up to a certain amount that is determined annually by IRS regulations, monies received in excess of this capped amount are subject to tax.
 4. The Township will continue to pay the injured employee's state pension payments on the employee's full wage in addition to the Township's contribution.
 5. The injured employee shall continue to pay contributions, deductibles and other payments for health and other benefits as they were being paid prior to their entitlement to workers' compensation benefits.
- C. The Township will not tolerate retaliation or discrimination against an individual because the individual has filed a claim for workers' compensation benefits. This prohibition includes denying or limiting any request for leave because an individual asserted a claim for workers' compensation benefits. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life-Threatening Illnesses Policy, or other Federal or State law.

D. Employee Eligibility Requirements. Unless otherwise, established by law, employees must provide and/or conform with the following requirements:

1. Report any injury, no matter how minor, to your supervisor immediately and not later than twenty-four (24) hours after the incident.
2. Complete an injury report with your supervisor.
3. Forward the completed injury report to the Supervisor and Township Administrator.
4. Complete and provide the Township with an executed Authorization for Release of Medical Records. The employee and/or the Third-Party Administrator (“TPA”) are obligated to inform the Township of the employee’s medical progress and the Township shall have the right to review same periodically.
5. All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund or of the Township’s choosing to evaluate and determine the extent of injury and their ability to work.
6. The employee may seek the opinion of a physician of their own choosing to render such an evaluation with any conflict between the two physicians decided by a third physician jointly chosen.
7. Employees MUST comply with all directives of the treating physician(s)
8. Payment for unauthorized medical treatment may not be covered pursuant to the Act.
9. Injury leave shall be limited in duration to one (1) year as specified by state statute.

ARTICLE 20 - JURY DUTY

- A. Any regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:
1. The employee must notify their supervisor immediately upon receipt of the summons for jury service.
 2. The employee submits adequate proof of the time served on the jury and the amount received for such service and surrenders to the Township any amounts paid to them by the Court for their service.
 - a. If an employee is able to return to work that day, the employee will be allowed to take their normal lunch period.

ARTICLE 21 - LEAVE OF ABSENCE

- A. Employees who have been granted a medical leave of absence in connection with a compensable job-related injury will continue to be covered under the medical benefits program of the Township, and the Township will pay the appropriate insurance premiums during such medical leave of absence.
- B. All eligible employees shall also be entitled to the benefits provided pursuant to the Federal Family & Medical Leave Act as well as the New Jersey Family & Leave Act. The Family & Medical Leave Act ("FMLA") is a federal law that guarantees covered employees the right to take up to 12 weeks off from work per year for reasons including:
- The employee's own serious health condition;
 - The serious health condition of the employee's spouse, son, daughter, or parent; and
 - Pregnancy, adoption, or placement of a child in foster care.
- C. To be eligible for coverage by the FMLA, you need to have worked
1. for the Employer for at least 12 months;
 2. at least 1,250 hours during the previous 12 months; and
- D. The New Jersey Family Leave Act ("NJFLA") is a state statute that enhances the benefits provided under the FMLA by entitling covered employees to take up to 12 weeks every 24 months due to a family member's serious health condition. However, unlike the FMLA, the NJFLA does not provide time off for an employee's own serious health condition.
- E. Under the NJFLA, "family members" include not only children, parents, spouses, and civil union partner, but also siblings, parents-in-law, grandparents, domestic partners, foster children, and foster parents. It even includes any other blood relative and any other person who has a "close association" that is equivalent to a family relationship.
- F. For an employee to be eligible for benefits under the NJFLA, they are required to have worked:
1. for the Employer for at least 12 months;
 2. at least 1,000 hours for the Employer during the previous 12 months
- NOTE: This provision is subject to immediate revision as dictated by the New Jersey Statutes and case law.

ARTICLE 22 - HEALTH INSURANCE

- A. The Township shall provide employees with standard health, major medical and dental/eye/prescription consistent with the New Jersey State Health Benefits Program. In no event will the above coverage be changed unless equivalent or improved plans are obtained by the Township. Effective January 1, 2024 or soon thereafter as reasonably possible, the parties agree to establish **Direct 15** Plan under New Jersey State Health Benefits as the base plan for all covered employees.

The Township shall have the right to change insurance carriers, including self-insurance, so long as the Union is given prior notice of the change, and so long as equivalent or better benefits are provided.

- B. The Township agrees to offer upgraded dental plan options for those employees who wish to pay an additional amount of five dollars (\$5.00) per month. The upgraded plan will increase the following:
1. Remaining Basic from sixty-five percent (65%) to eighty percent (80%)
 2. Annual Maximum from one thousand two hundred dollars (\$1,200.) to two thousand dollars (\$2,000).
- C. Employees shall pay, via payroll deduction, toward the cost of medical and prescription benefits as required by state law. Health insurance contributions shall remain at their current level/tier #4 for the duration of the term of this CBA.
- D. The twenty-four (24)-month vision plan is included by the employer as standard coverage; employees are permitted to upgrade to the twelve (12)-month plan for five dollars (\$5.00) per pay. (NOTE: These co-pays, etc. need to check by Finance)
- E. Coverage becomes effective sixty (60) days after the date of employment, except if transferring from another public employer where they were already enrolled in the New Jersey State Health Benefit Program.
- F. Each year, during the open enrollment period, an employee may elect to change their benefit plan.
- G. Medical coverage will continue during an approved leave of absence up to three (3) months at the employee's expense.

ARTICLE 23 - SAFETY

- A. The Township shall at all times maintain safe and healthful working conditions.
- B. Employer will provide prescription glasses. Employees will need to provide the Employer with a receipt for purchase and applicable prescription.
- C. The Township shall, when requested, provide a police escort for an employee carrying monies of the Township to any bank, subject to the following criteria:
 - 1. There are sufficient Police personnel available.
 - 2. A policy is established whereby office sages will be utilized to avoid unnecessary or excessive numbers of requests for escort services.
 - 3. Escort services shall not be requested for deposits of minimal amounts.

ARTICLE 24 - SENIORITY

- A. Seniority is defined as an employee's total length of unbroken service with the Township, beginning with their original date of hire as a full-time employee. In the event an employee is laid off they shall keep their seniority for start-time and overtime as long as that employee returns from layoff within the two years provision outlined in sub-section D of Article 26 Lay-off and Recall Procedures.
- B. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.
- C. Promotions will be based upon seniority, job performance and ability to do the job based on classification.
- D. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day basis, employees so assigned will be given preference of shifts in accordance with their seniority, consistent with the needs of the department. Such preference will be exercised only when vacancies occur or when other reasons for changes in the number of employees per shift are being made.

ARTICLE 25 - HIRING EMPLOYEES/INTRODUCTORY PERIOD

- A. The Township and the Union agree that whenever there is a newly hired employee, there shall be a one (1) year introductory/probationary period.
1. Probationary employees shall have the right to grieve non-disciplinary issues provided the Union reviews and agrees in writing with the grievance.
 2. Probationary employees may submit a position statement to the Township Administrator for consideration on any disciplinary action.
 3. This Article does not impact the right of the employee to sign "authorization cards" for dues deductions to join the majority representative.
- B. The Township's Finance Office, upon the request of the Union, shall furnish a list of all changes, as it relates to the bargaining unit, during the previous month.
1. For employees hired in the Department of Public Works after January 1, 2024, it is a minimum requirement to have a valid New Jersey Driver's License in "good standing" to be eligible for a "laborer's" position. All other positions Class B Commercial Driver's License may be required, although a Class A CDL is preferred.
 2. Any employee failing to have a valid New Jersey Driver's License in "good standing" after being employed by the Township must immediately notify the Director and/or Administrator. An employee's failure to no longer have a valid New Jersey Driver's License in "good standing" is subject to immediate demotion in title and pay to "laborer" and should that employee not have their New Jersey Driver's License returned to "good standing" in six (6) months, it is grounds for immediate termination without due process or hearing.

ARTICLE 26 - LAY-OFF AND RECALL PROCEDURES

- A. Lay-off notices shall be given to all employees at least thirty (30) days in advance of the lay-off. The Union shall have the right to discuss the lay-off with the Township Administrator.
- B. In the event lay-offs and/or demotions (related to reducing cost) are required, employees shall be laid off based on seniority and job performance.
- C. Bumping
 - 1. When an employee who loses their permanent job has seniority, they may be eligible to bump a less-senior employee.
 - 2. In order to exercise bumping rights, an employee must notify the Township Administrator in writing within three (3) working days from the time they are notified that they are losing their original permanent job, indicating they intend to exercise their bumping rights.
 - 3. Bumping rights are limited as follows:
 - a. Within Job Classifications (as outlined in SCHEDULE A)
 - 1. Bumping within the same Job Classifications is permitted based on seniority and ability to perform the job. For the purposes of this Article, Clerks and Violation Clerks are considered the same job classification.
 - b. Outside of Job Classifications (as outlined in SCHEDULE A)
 - 1. Bumping outside a Job Classification may be permitted if the laid off employee has seniority and can demonstrate to the Township that they are equally or more qualified to perform the duties of the position they seek to bump into than the employee currently serving in that position. The determination of these qualifications shall be the sole discretion of the Township.
- D. Employees will remain on the recall list for two (2) years from the date of their lay-off, and during that time shall be recalled before any individual is hired to fill a position for which a laid-off employee is qualified.
- E. Recall of employees shall be made in the inverse order of the lay-off.

ARTICLE 27 - PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement as required and established by law. Such files are confidential records and shall be maintained by the Township and may be used for evaluation purposes by the Township Administrator, and/or Governing Body only. Medical files will be maintained separately and only be subject to review by authorized individuals, which does not include the Governing Body.
- B. Upon advance notice and at reasonable times, any employee of this Unit, may, at any time, review their personnel file; however, an appointment for review must be made through the Administrator or their designee, and the Township has the right to have a witness present.
- C. Whenever a written complaint concerning an employee or their actions is to be placed in their personnel file, a copy shall be made available to them, and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom.
- E. Employees may not copy their personnel file, but are permitted to take notes. Copies of personnel records are available subject only to subpoena or court order.
- F. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 28 - TRAINING & EDUCATION

- A. Employees will be reimbursed for Educational Training Courses they are required to take by the Township upon prior approval of the Township Administrator.
- B. Training must be related to the required skill or education of the employee's current position.
- C. Reimbursement:
 - 1. Employees shall be reimbursed for the cost of training and upon successful completion with a "B" average or above, or a certificate of completion of the course if no grade is given.
 - 2. If an employee wishes to keep the textbooks from the course, the employee shall be responsible for the cost of the textbooks.
 - 3. If the employee provides the Township with the course textbooks in good and useable condition, the Township shall reimburse the employee for the cost of said textbooks.
- D. The Township shall pay "up front" all costs for courses for which the employee is mandated by the Township to attend.
- E. Employees receiving incentive payment for achieving a degree as of January 2023 shall continue to be entitled to enhancement as established on the Wage Article in this Agreement. No other employees shall be entitled to this incentive.

ARTICLE 29 - BULLETIN BOARDS

- A. The Township agrees to furnish a bulletin board in the work area to be used by the Union for the posting of notices to meetings and official business of the Union only.
- B. Only material authorized by the signature of the Union President, Business Agent, Steward or Alternate shall be permitted to be posted on said bulletin board.
- C. The Township may have removed from the bulletin board any material that does not conform to the intent of the above provisions of this Article.

ARTICLE 30 - POSTING OF VACANCIES

- A. Whenever a vacancy occurs in existing positions or in newly created positions, the Township agrees to post said vacancy on the bulletin board but reserves the right to seek outside applicants. The Township shall have the authority to hire individuals above entry level for any bargaining unit classification based on prior experience, knowledge, and skill level. In the event there is an employee in the same department, office, and with the same job description, who would be making less money than the new hire then the Township and the Union agree to negotiate the salary for the new hire.

- B. Promotions shall be made at the discretion of the Township. Criteria for promotions shall include qualification, performance, and any other criteria determined at the discretion of the Township. If, at the discretion of the Township, two (2) or more employees are equally eligible for said promotion, seniority shall be the determining factor. The Township shall not arbitrarily or capriciously apply the criteria for promotion.

ARTICLE 31 - CREDIT UNION DEDUCTIONS AND EMPLOYEE SAVINGS PLAN

- A. The Township agrees to deduct the monthly credit union deductions from the pay of those employees who request, in writing, that such deductions be made.
- B. The Township shall transmit said deductions to the financial institution.

ARTICLE 32 – EMPLOYEE UNIFORMS

- A. All employees covered under this Agreement shall report for work dressed in attire appropriate for the tasks normally performed.
- B. For Blue-Collared employees the following policy will apply:
 - 1. Employees not wearing the Township’s prescribed uniform items as mandated by the Administrator or designee shall be sent home without pay and shall receive progressive discipline until such time that the employee purchases the required uniform items. This provision is effective as of January 1, 2024 and will be enforced immediately.
 - 2. The Township shall supply each Blue-Collar employee with the required amount of short sleeve shirts and sweatshirts twice per year. Shirts will have the Township’s municipal seal screen printed or embroidered. These shirts will be worn at all times during work hours. Uniform shirts under no circumstance shall be worn off hours.

ARTICLE 33 - TEMPORARY DISABILITY INSURANCE COVERAGE

- A. The Township agrees to maintain a program to provide Temporary Disability Insurance under the New Jersey Department of Labor and Workforce Development - State Temporary Disability Insurance Program.
- B. This program shall provide in accordance with state guidelines, a maximum of twenty-six (26) weeks of coverage. All costs of this program shall be allocated in accordance with state guidelines for program administration.

ARTICLE 34 - HIRE DATE/ANNIVERSARY DATE

A. For the purposes of this Agreement:

1. Hire Date shall refer to the effective date of an employee's full-time, unbroken employment with the Township.
2. Anniversary Date shall refer to the date an employee began their employment in the most recent job classification as outlined in Schedule A - Classification and Wages.
3. All annual adjustments applicable to this Agreement shall be measured from the anniversary date of the employee's most recent job classification.

ARTICLE 35 - MISCELLANEOUS

- A. Public Works - during emergency operations, including (but not limited to) snow removal/salting/sanding operations, or any other emergency event approved by the Township Administrator, the Township will issue a twenty (\$20.00) meal voucher for each consecutive four (4) hours worked.

ARTICLE 36 - SEPARABILITY AND SAVINGS

- A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses and provisions of this Agreement shall not be affected and shall remain in full force and effect.

- B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Union, upon the request of either party, shall meet -and discuss the clause or provision in question. Neither the Township nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE 37 - FULLY BARGAINED AGREEMENT

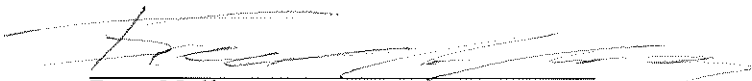
- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been subject to negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreement, each voluntarily waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.
- E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Union, for the life of this Agreement, hereby waive any rights to requests or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement, except as provided under law.

THIS AGREEMENT shall be in full force and in effect from January 1, 2024 and will terminate on December 31, 2026.

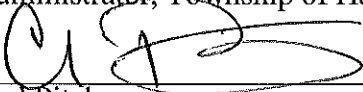
THE PARTIES agree that negotiations for a successor Agreement and the modifying, amending, or altering of any terms of this Agreement shall commence no later than October 1, 2023. It is understood that the Union is seeking a successor Agreement commencing from January 1, 2024. It is further agreed that all provisions of this Agreement will be held binding until a successor Agreement is signed and that neither party to this Agreement shall be relieved from any of the obligations hereunder unless executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 27th day of December, 2023.

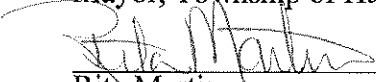
FOR THE EMPLOYER:



Brett Noll,
Administrator, Township of Hamilton

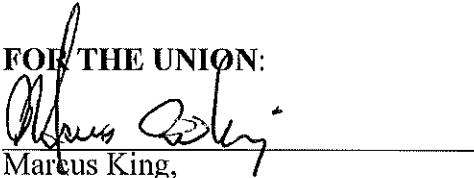


Carl Pitale
Mayor, Township of Hamilton

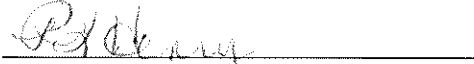


Rita Martino
Township Clerk

FOR THE UNION:



Marcus King,
President, Teamsters Local #331



Unit Steward, Teamsters 331



Unit Steward, Teamsters 331

Schedule A						
	2024		2025		2026	
	2.50%		2.25%		2.50%	
Title:						
Clerk	\$ 41,600.00	\$ 56,737.00	\$41,600.00	\$ 58,013.58	\$ 41,600.00	\$ 59,463.92
Clerk (PT) - Hourly	\$ 20.00		\$ 20.00		\$ 20.00	
Facility Maintenance	\$ 41,600.00	\$ 50,504.00	\$41,600.00	\$ 51,640.34	\$ 41,600.00	\$ 52,931.35
Heavy Equipment Operator	\$ 41,600.00	\$ 60,979.00	\$41,600.00	\$ 62,351.03	\$ 41,600.00	\$ 63,909.80
TACO	\$ 41,600.00	\$ 51,004.00	\$41,600.00	\$ 52,151.59	\$ 41,600.00	\$ 53,455.38
Truck Driver/Laborer	\$ 41,600.00	\$ 45,665.00	\$41,600.00	\$ 46,692.46	\$ 41,600.00	\$ 47,859.77
Foreman	Per contract					

