

**TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY**

RESOLUTION

No. **22-246**

APPROVED AS TO FORM AND LEGALITY


TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY


TITLE

RESOLUTION AUTHORIZING A LABOR AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON AND THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1042 (WHITE COLLAR) FOR THE PERIOD OF JANUARY 1, 2021 TO DECEMBER 31, 2024

Whereas the Township of Hamilton and the Communications Workers of America Local 1042 (White Collar) have negotiated a labor agreement for the period of January 1, 2021 to December 31, 2024;

Now Therefore, 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 of Hamilton be and hereby are authorized to execute a labor agreement with the Communications Workers of America Local 1042 (White Collar), consistent with the terms and conditions of the Memorandum of Understanding annexed hereto and incorporated herein;

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 pursuant to N.J.S.A. 34:13A-8.2.

ADOPTED BY COUNCIL ON JUNE 21, 2022 DATE


PRESIDENT


MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ANTHONY P. CARABELLI, JR.	✓					
PASQUALE "PAT" PAPERIO, JR.	✓					✓
RICHARD L. TIGHE, JR.	✓				✓	
CHARLES F. WHALEN	✓					
NANCY PHILLIPS	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded



The Township of Hamilton

Jeffrey S. Martin
Mayor

June 23, 2022

To Whom It May Concern
New Jersey Public Employment Relations Commission
PO Box 429
Trenton, NJ 08625-0429

To Whom It May Concern:

At the regular meeting of the Township Council held on June 21, 2022, the following resolution was adopted. Enclosed is a certified copy of said resolution for your records.

22-246 - RESOLUTION AUTHORIZING A LABOR AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON AND THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1042 (WHITE COLLAR) FOR THE PERIOD OF JANUARY 1, 2021 TO DECEMBER 31, 2024

Sincerely,

Alison Sabo
Deputy Municipal Clerk

Enc.

Office of the Municipal Clerk
2090 Greenwood Avenue
PO Box 00150
Hamilton, NJ 08690-0150
(609) 890-3622

Township of Hamilton
Business Administration

To: Chris Lockett, President
John Dileo, Vice President
Ruth Barrett, CWA Local 1042

From: Kathryn Monzo, Business Administrator

Subject: Memorandum of Understanding

Date: March 31, 2022

cc: Louis Guarino

The Township offers the following Memorandum of Understanding based on the negotiations between the Township and the Union that concluded on March 16, 2022.

Article XXV Term of Agreement:

A. Four (4) years, from January 1, 2021 through December 31, 2024

Article IV

Dues Deduction New Language:

Upon receipt of a written lawfully executed authorization from an employee, The Township of Hamilton agrees to deduct the regular monthly dues of said employee from his/her paycheck. This deduction will be submitted to the Union Official so designated to receive deductions. The Union will notify the Township in writing the exact amount of such regular membership dues to be deducted. Should the employee transfer out of the bargaining unit not represented by the Union, the Union shall notify the Township of transfer. The Township will make every effort to immediately cease deduction of Union dues when an employee transfers out of a bargaining unit that is not represented by the Union.

This authorization can be revoked once per year during the term of this agreement by the employee who shall provide written notification of revocation on the dues membership dues/authorization card, or equivalent document the Township on or before 30 days prior to July 1st.

The Township agrees to furnish to the Local Union the names of newly hired employees whose position entitles them membership in the Union, their addresses, social security numbers/employee numbers, classification of work, rates of pay, their dates of hire. The names of employees who are terminated, together with their dates of termination shall also be furnished to the Union.

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 shall be delivered to the Local Union President. The deduction of dues made shall be remitted by the Township of Hamilton to the Union, c/o Secretary Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street, N.W., Washington, D.C., 20001-2797, 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. The Secretary Treasurer of the Union shall certify to the Township the amount of Union dues and shall notify the Township of any changes in the dues structure forty-five (45) days in advance of the request of such change.

Once dues are transmitted to the Union, their disposition shall be the sole exclusive responsibility of the Union. If a claim is made by a member or former member of the bargaining unit for a return of dues deducted from his/her paycheck pursuant to this article, CWA will be solely responsible for the return of such dues, provided the Township transmitted the dues to CWA and provided CWA or a court determines that CWA is obligated to return the dues.

Upon receipt of a properly executed PAF (Political Action Fund) authorization form from an employee, the Township agrees to deduct from the employee's regular paycheck the amount designated on the form. It is recognized that the PAF authorization is voluntary, and the contributions are not conditions of membership in the Union or of employment with the Township. PAF deduction, once authorized shall remain in effect unless cancelled, in writing, by the employee.

Article V Agency Fee – Delete this article

Article IX

Section IV Stand-By:

Add the following paragraph 2

- B. Water Pollution Control (stop-up crew) employees when on Stand-by will be guaranteed sixteen (16) hours of pay or compensation time, as designated by the employee, at straight time for the work week, as defined in the contract.

Article XI Vacations:

- A. Current vacation schedule will remain for all employees. Add a new vacation schedule for all new members after 1/1/2022:

0-12 months	1 day per month
Year 2 through 4	12 working days
Start of Five (5) Years	13 working days
Start of Ten (10) Years	15 working days
Start of Fifteen (15) Years	17 working days
Start of Twenty (20) Years	20 working days
Start of Twenty five (25)	25 working days

Section III: Unused vacation may be carried over up to one-year's vacation allocation for all existing members. For employees hired after 1/1/2022 the maximum carryover of unused vacation days shall be twenty (20) days.

B. Vacation Sell Back:

Addition of new item. Members have the option to be paid for unused vacation time within each calendar year. Employees, having accumulated ten (10) or more of their credited fifteen (15) SICK DAYS for that year, will have the option to be paid for five (5) unused VACATION DAYS and shall be paid at the hourly rate of pay at the time of buy back. If the member chooses to buy back vacation time in any calendar year, he/she must notify the Finance office no later than December 1st of the year of the buy back.

Article XII

Section I Sick Leave and Family Leave:

A. Eliminate sick leave buyback (See Vacation Buyback above)

Section III Bereavement Leave:

A. Requests to use bereavement leave other than the time immediately after the commencement of death shall be requested through the Personnel Officer and shall not be unreasonably denied.

Article XVIII

Section I Longevity Pay:

- A. Longevity shall be paid for any employee currently receiving longevity based upon years of continuous service with the Township and shall be a fixed amount. The longevity amount shall be fixed as of the first day of this Agreement, and shall not change or be subject to any increase.
- B. Longevity fixed amount shall be determined based on an employee's completion of the years of service with the Township as of December 31, 2020 as listed below:

0-4 years	1% of base salary or \$750, whichever is greater
5-14 years	2% of base salary
15-22 years	3% of base salary
23-28 years	4% of base salary
29 and over	5% of base salary

- C. The fixed amount shall be effective January 1, 2021, and shall not change after that point.
- D. The fixed amount shall be calculated by the percentage of base salary as of 12/31/2020. Any new hires after this date, until the date of ratification of this contract, shall use their base salary when hired to determine their longevity.
- E. Longevity shall be eliminated for all new employees hired on or after ratification of this contract.

F. Longevity pay shall be paid as part of each bi-weekly pay during the calendar year and, as such, shall be considered with base pay for pension purposes only.

Section IV Salary Program:

- A. Increases proposed as follows:
 - 2021 increase three (3) percent effective January 1, 2021
 - 2022 increase two and a quarter (2.25) percent effective January 1, 2022
 - 2023 increase two and a quarter (2.25) effective January 1, 2023
 - 2024 increase two (2) percent effective January 1, 2024

Article XIX

Insurance and Retirement:

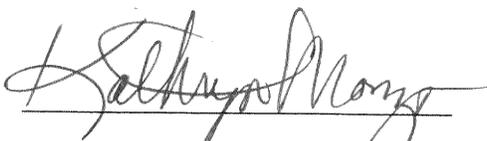
- A. Employee contribution for healthcare to remain the same at Ch. 78 year 4.
- B. Retiree contribution and coverage to remain the same.
- C. The Township and the Union agree to the following provision: For employees who choose a healthcare plan other than OAPOS, or other standard offering, Health Insurance “buy up” shall be set at 40% in 2021; 60% in 2022; 80% in 2023 and 100% of premium difference in 2024, in addition to Ch. 78 contributions. The current 40% “buy up” shall continue until June 30, 2022; the 60% “buy up” in 2022 shall begin July 1, 2022; the 80% “buy up” shall begin January 1, 2023 and 100%, “buy up” shall begin January 1, 2024.
- D. If an employee wishes to switch to a healthcare “buy up” plan from OAPOS, they may do so at any time through the Personnel Office without having to wait for an open enrollment.

Language cleanup:

Article VII, Sections IV and V, Article XIV, Section IV: Change “Career Service Commission” to “Civil Service Commission”, and “Career Service” to “Civil Service”.

FOR THE TOWNSHIP OF HAMILTON

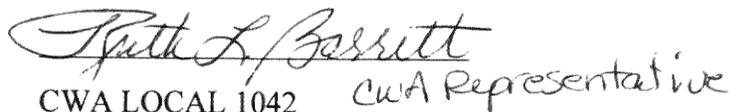
FOR CWA LOCAL 1042



TOWNSHIP REPRESENTATIVE

Dated:

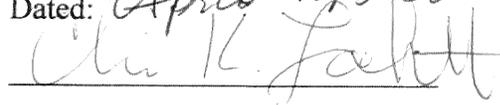
4/20/2022



CWA LOCAL 1042

Dated:

April 18, 2022



CWA LOCAL 1042

Dated:

April 18, 2022



REQUEST FOR TOWNSHIP COUNCIL ACTION

DATE OF REQUEST: 04/21/2022

NAME & TITLE OF REQUESTER: Business Administration

INITIATING DEPT/DIV: Business Administration

SERVICE REQUESTED (select one)

- Ordinance
- Resolution
- Item for Discussion (explain)

FOR CONTRACTS & PSAS (select one)

- Request was made for Bids
- Request was made for Proposals/Quotes
- Request was made for Proposals/Quotes for Professional Services

SUBJECT MATTER: Resolution Authorizing a labor agreement between the Township of Hamilton and CWA1042 (White Collar) for the period of January 1, 2021 – December 31, 2024

LIST SUPPORTING DATA: Copy of signed MOA
i.e. Memorandum; Invoice; Agreement; etc.

FUNDING AMOUNT:
If applicable

BUDGET ACCOUNT NAME:
i.e. Dept of Adm, Professional Services

BUDGET ACCOUNT NO.(S):
Please specify account type: Grant(G); Trust(T); Capital(C); Other Expense(OE)
i.e. OE 3-01-20-120-000-280

APPROVED BY: _____
Department Director Date

APPROVED BY: _____
Business Administrator Date

APPROVED BY: _____
Jeffrey S. Martin, Mayor Date

DEADLINE FOR SUBMISSION TO THE OFFICE OF THE BUSINESS ADMINISTRATOR FOR REVIEW AND APPROVAL IS 3:00 PM ON THE MONDAY OF THE WEEK PRECEDING THE COUNCIL MEETING.

ADMINISTRATIVE USE ONLY BEYOND THIS POINT

PLEASE PREPARE THIS ITEM FOR THE May 17, 2022 TOWNSHIP COUNCIL AGENDA.