

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

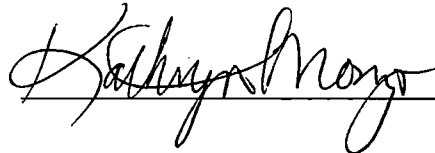
**RESOLUTION**

No. **22-178**

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY

  
\_\_\_\_\_  
TOWNSHIP ATTORNEY

  
\_\_\_\_\_  
BA  
TITLE


**RESOLUTION AUTHORIZING A LABOR AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON AND THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1040 (LOWER-LEVEL SUPERVISORS) FOR THE PERIOD OF JANUARY 1, 2021 TO DECEMBER 31, 2024**


*Whereas* the Township of Hamilton and the Communications Workers of America Local 1040 (Lower-Level Supervisors) 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 1040 (Lower-Level Supervisors), 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 \_\_\_\_\_ APRIL 5, 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						



# REQUEST FOR TOWNSHIP COUNCIL ACTION

DATE OF REQUEST: 03/25/2022

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 CWA1040 (Lower Level Supervisors) for the period of January 1, 2021 – December 31, 2024

**LIST SUPPORTING DATA:** Copy of Memorandum of Agreement  
*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 April 5, 2022 TOWNSHIP COUNCIL AGENDA.

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Township of Hamilton  
Business Administration

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To: Tim Amison, Engineering  
Mike Cosma, Zoning  
Jennifer Curley, CWA Local 1040

From: Kathryn Monzo, Business Administrator

Subject: Contract negotiations – MOU Lower Level Supervisors

Date: March 7, 2022

Cc: Mark Murranko, Lou Guarino, Elissa Grodd-Schragger

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Based on discussions at our last meeting (virtual) on February 22, 2022, I have drafted a memorandum of understanding for your review.

**Article XVI**

**Term of Agreement:**

The Township and the Union agree to a four (4) year agreement, from January 1, 2021 through December 31, 2024

**Article VIII**

**Section I**

**Sick leave buy back:** It is agreed to eliminate sick-leave buy back.

**Section II**

**The Township and the Union agree to language regarding sick leave abuse**

The appointing authority may require proof of illness or injury when there is reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for three (3) or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than fifteen (15) days in a 12-month period. Absences documented with a supporting medical statement from a treating physician, prior to the 15<sup>th</sup> occurrence, will not count towards the maximum.

All other language in this section to remain as written.

**Section III      Bereavement Leave:**

All provisions left the same with the addition of the following language for death of an immediate family member:

“...said employee shall be excused from work for a period not to exceed five (5) work days for grieving purposes, commencing the day after date of death, unless other arrangements are made with the Personnel Officer.”

**Article XI**

**Vacations:** The Township and the Union agree to a change in vacation schedule for all new hires in exchange for an increase in carryover of days equivalent to one year’s allocation.

Section I: Add a new vacation schedule for all new hires 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) Years	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.

- A. Add new section: Vacation sell-back: 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 sell back 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 sell back vacation time in any calendar year, he/she must notify the Finance office via the Township request form (Attached Appendix A) no later than December 1st of the year of the buy back.

**Article XII**

**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.

**Article XIII**

**Section I      Longevity Pay:**

Section I: Replace the first paragraph and schedule with the following:

- 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:

0-7 years	1% of base salary
8-14 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**

**Wages:**

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

**2022 Vacation Buy Back Notification**

I, \_\_\_\_\_, wish to buy back \_\_\_\_\_ hours of vacation time (up to 35 or 40 hours depending on whether you are a seven or eight hour a day employee).

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Director's signature \_\_\_\_\_ Date \_\_\_\_\_

**SIGNATORY:**

**LOWER LEVEL SUPERVISORS**

Timothy Amison  
Timothy Amison, President 3/9/22

Michael Cosma  
Michael Cosma, Vice President

Jennifer Curley 3/10/22  
Jennifer Curley, Union Representative

**TOWNSHIP OF HAMILTON**

Kathryn Monzo  
Kathryn Monzo, Business Administrator

Louis Guarino  
Louis Guarino, Personnel Officer

3/9/22