

**AGREEMENT**

**TOWNSHIP OF HAMILTON  
MERCER COUNTY**

**And**

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1032 (UPPER LEVEL SUPERVISORS)**

**JULY 1, 2013 through DECEMBER 31, 2016**

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## **PREAMBLE**

This Agreement made between the Township of Hamilton, hereinafter referred to as the "Employer," and Communications Workers of America, Local 1032, AFL-CIO, hereinafter referred to as the "Union," covering employees in the Hamilton Township Supervisory Association, has as its purpose the improvement and promotion of harmonious employee relations between the Township and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work, and other terms and conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work, fringe benefits, and of other terms and conditions of employment for all full-time permanent and provisional employees, and permanent part-time employees (defined as employees who must work a minimum of 20 hours per week), in the classifications listed under the Appendix attached hereto, and for such additional classifications as the parties may later agree to include.
  
- 1.2 Excluded are:
  - A. Seasonal Employees
  - B. Part-time Provisional and Temporary Employees
  - C. Managerial Executives
  - D. Policemen
  - E. Employees Represented by Other Certified Bargaining Units

- F. Confidential Employees
- G. Craft Employees
- H. All Non-Supervisory Employees

## ARTICLE 2

### MANAGEMENT RIGHTS

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

## ARTICLE 3

### GENERAL PROVISIONS

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

- 3.2 The Employer will provide one (1) bulletin board per building in a place designated by the Employer to the Union for its exclusive use.
- 3.3 The Employer agrees that, during working hours on Township premises and without loss of pay, Union representatives shall be allowed to: post Union notices; accept Union membership during all employees' non-working time; attend negotiation meetings; transmit communications authorized by the Union or its officers to the Employer; and consult with the Employer or other Union representatives concerning the enforcement of any provisions of this Agreement. Representatives of the Union, who are not employees, shall be admitted on the premises of the Employer.
- 3.4 The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees should not result in layoffs of any employees covered by this Agreement.
- 3.5 Employees have the responsibility to notify their supervisor in accordance with departmental regulations prior to the beginning of the employees starting time if they are to be tardy or absent. If for some reason the employee is unable to call prior to his starting time, he must make a notification within the first hour of work except in a continuous operation. Continuous operation employees will be required to call prior to the start of the shift, or will be subject to disciplinary action.
- 3.6 Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The employee may file a written response to any memorandum or document which is derogatory or adverse to him.

Such response will be included in the personnel file, attached to, and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon his request.

3.7 The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with wearing apparel, tools or devices deemed necessary in order to ensure their safety and health. When such materials are issued, it is the employees' obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union's safety committee member reasonable time to investigate safety and health complaints in his department during his working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety committee member will accompany the Union representative on his investigation.

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

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

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

The Employer and the Union agree not to interfere with the rights of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership. The Union recognizes its responsibility as the exclusive representative for all employees in the Unit without discrimination.

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

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

Deduction of Union dues made pursuant hereto shall be remitted by the Township to the Union, c/o Treasurer, Communications Workers of America, Local 1032, 67 Scotch Road, Ewing, NJ 08628, 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.

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



- 3.12 The Union has sole right and discretion to designate Shop Stewards and specify their respective responsibilities and authority to act for the Union. The Employer agrees to recognize a reasonable number of Union Shop Stewards (minimum 3) as mutually agreed to by the Employer and the Union. The Employer will appoint appropriate representatives of management who will respond to the Union in grievance procedure or other designated functions. Should conflict arise, the parties agree to resolve the conflict through further discussion.
- 3.13 Common Dignity and Respect Clause: The Employer and the Union agree that the work environment shall be characterized with respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

#### ARTICLE 4

##### GRIEVANCE PROCEDURE

- 4.1 Grievance Defined: Grievances are contractual if based on a breach, misinterpretation or improper application of the terms of this Agreement; or are non-contractual if based on a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders affecting the terms and conditions of employment applicable to the agency or department head which employs the grievant.
- 4.2 Purpose: The purpose of this procedure is to assure prompt and equitable solutions to problems arising from the administration of this Agreement or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rules.

#### 4.3 Matters Beyond the Scope of Grievability:

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

Whenever a permanent employee shall be disciplined for just cause up to and including removal as set forth in but not limited to Civil Service Rules 4:1-16.7 & 16.9, he shall appeal such action directly to Civil Service. The Union may represent the employee and its representation may be an attorney. In all minor disciplinary actions not appealable to the Civil Service Commission, employees may use the grievance procedure as an appeal process. Such grievances shall be processed starting at Step 2 of the grievance process and ending in binding arbitration. However, written reprimands may not be submitted to binding arbitration.

If the Employer imposes discipline, written notice containing specifications of the nature of charges and the nature of the discipline shall be given to the employee. The name of any employee so notified shall be transmitted to the Union President and Union Branch President within 48 hours after the notice is issued to the employee.

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

- A. A grievance must be filed initially within fifteen (15) working days from the date on which the act which is the subject of the grievance occurred or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. Where a grievance exclusively involves an alleged error in

calculation of salary payments, the grievance may be timely filed within thirty (30) calendar days from the time the individual should reasonably have known of its occurrence. Other references to days in this process are working days.

- B. Time limits under this Article may be changed by mutual agreement and requests for extension of time limits will not be unreasonably withheld.
- C. If the finding or resolution of a grievance at any step in the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.
- D. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or move to step 2 or step 3 without a hearing at a lower step.
- E. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at whichever is the first level of supervision common to the group, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Union representative and one of the grievants designated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the Employer to consolidate such grievances for hearing as a group grievance.
- F. Time-off for grievance hearings will be granted to the grievant (1), the Union employee representative, and a reasonable number of witnesses without loss of pay for the time of appearance and travel time if the hearing is held during their normal scheduled working hours.

- G. Union representatives may have the right to question any witnesses who appear at any step of this procedure.
- H. It is agreed that an employee in the use of this grievance procedure shall not be coerced, intimidated or suffer any reprisal, either direct or indirect, as a result of such use.
- I. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of any grievance at any step or terminate an employee's grievance at any step shall be final as to the interest of the grievant and the Union.
- J. No grievance settlement reached under the terms of this Agreement shall add to, subtract, or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

#### 4.4 **Grievance Steps:**

##### **Step 1**

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

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

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

### **Step 2**

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

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

### **Step 3**

#### **A. Civil Service Review**

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

#### **B. Arbitration**

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

Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration and request a list of arbitrators to be furnished to the Employer and the Union. If the Employer and the Union cannot mutually choose a satisfactory arbitrator within 30 days after receiving the list, the Commission shall appoint an arbitrator to hear the matter and render his award in writing. The award shall be final and binding. The cost of the arbitrator's fees shall be shared by the Employer and the Union. The arbitrator shall interpret this Agreement as written and shall not alter, amend, or add to the terms of this Agreement.

C. **Appeal**

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

**ARTICLE 5**

**HOURS OF WORK**

5.1 **Workweek**

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

5.2 **Work Schedule**

Except for emergency situations, changes in work schedules and assignments shall be made according to the seniority provisions of the Agreement. In an emergency, each and every employee shall be subject to call for emergency duty and it is each employee's responsibility to cooperate and accept such emergency work, when required. Emergency is hereby defined as the period of time when the health, safety, and general welfare of the public is in jeopardy. The determination as to what condition constitutes an emergency

will be at the discretion of the Mayor and/or his or her designee, and will not be subject to the grievance procedure.

Union and management will negotiate a process to provide for a case-by-case basis flexible scheduling. Employees may be assigned reduced workweeks and different work hours. If flexible scheduling adversely affects the operation of any division those employees will not be eligible to participate.

### 5.3 **EARLY DISMISSAL PROVISIONS**

If Township employees are dismissed early due to a holiday all other employees working the same day will be granted compensatory time.

If Township offices are closed down due to an emergency, employees that are not required to be at work will be sent home. If emergency conditions are lifted employees that work on other shifts will not receive compensatory time. The Mayor or his or her designee will determine when emergency conditions are lifted.

If Township offices are closed down due to an emergency, employees working non-traditional work schedules will not receive compensatory time. Employees scheduled to work on their scheduled day off will receive overtime in accordance with those provisions in the contract.

## **ARTICLE 6**

### **HOLIDAYS**

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

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday

6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

- 6.2 In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.
- 6.3 In addition to the aforementioned holidays, the Employer will grant a holiday whenever declared by Proclamation of the Township government.
- 6.4 In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.
- 6.5 Whenever a holiday falls during the time an employee is utilizing combined leave, benefits that day will not be considered a combined leave benefit. Employees who are on leave of absence without pay will not be eligible for holiday pay.

## **ARTICLE 7**

### **LEAVES OF ABSENCE**

7.1 **Paid Sick Leave**

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



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

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

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

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

Combined leave benefits are credited to all permanent employees in advance of January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full 12 months during the year. If the employee does not work 12 months during the year, combined leave benefits will be pro-rated accordingly. Paid absences are treated the same as days worked for the purpose of computing combined leave benefits. Employees may use sick days in quarter (1/4) day increments.

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

regulations. An employee shall submit a leave slip clearly indicating whether his absence was due to sick leave or family leave.

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

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

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

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

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

Sick leave is not to be used for personal business. When sick leave is so improperly used, the employee is subject to disciplinary measures, which can result in their removal. The

employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of this request.

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

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

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

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

## 7.2 Sick Time Abuse Language

The employer may require a supporting medical certificate from a treating physician for any period of absence due to illness of three (3) consecutive days or more or for more than 10 separate occurrences during the calendar year. Quarter and half sick days will count towards the 10. Absences documented with a supporting medical statement from a treating physician prior to the 10<sup>th</sup> occurrence will not count towards the maximum.

Management will track sick leave use and counsel employees as needed, but at least after 8 occurrences and warn the employee that after the 10<sup>th</sup> occurrence supporting statements from a treating physician will be required for the balance of the calendar year.

Employees who are officially found to be abusing the sick leave provision will be disciplined accordingly. In addition, the employee will be required to submit supporting statements from a treating physician for any sick leave exceeding 5 days for the subsequent calendar year. Employees that have been found to abuse their sick time and use more than 15 sick days in a calendar year may earn their sick time on a pro-rated basis the next year or for any pattern of sick leave abuse.

7.3 Bereavement Leave:

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, step brother, step sister, step parents, or any other relative living in the household of the employee, 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. The employee will be paid his regular hourly rate for any such day of excused absence, which occurs during his normal workweek, but in no event, more than 8 hours pay for any 1 day.

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

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

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

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

#### 7.4 Occupational Injury

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay from the day of injury if a physician authorized by the Employer specifies that the injury requires a disability release from employment. Employees will be reimbursed to the date of the injury when substantiated by the Employer's physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the N. J. Workmen's Compensation Act for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury.

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

#### 7.5 LIMITED DUTY POLICY

Employees that are out on a work related or non-work related injury may be assigned limited duty. These assignments will be distributed by the Personnel Department with approval from the Township physician. Employees will be required to work the same amount of hours as mandated in their previous position. Their work schedule can only be adjusted by two hours at the beginning or end of their shift.

7.6 Jury Duty

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

7.7 Personal Days

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

7.8 Maternity Leave

Maternity leave without pay may be granted for a period of six (6) months, provided the request for such leave be made in writing to the Personnel Division no later than the fourth month of pregnancy, and approved by the Employer. Sickness due to pregnancy shall be covered under the Sick Leave provision of this Agreement.

7.9 Military Leave

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

7.10 Witness Duty

When an employee is summoned or subpoenaed to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body, he shall be granted the necessary

time-off without loss of pay to attend if such appearance is during his scheduled work shift, provided such appearance is work related. The employee shall notify his superior immediately of this requirement for time off and subsequently furnish evidence that the witness duty for which the time off had been requested was performed.

7.11 Administrative Leave

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

**ARTICLE 8**

**SENIORITY, LAYOFF, AND RECALL, PROMOTION**

- 8.1 Seniority is defined as an employee's continuous length of service with the Employer, beginning with his latest date of hire as provisional or permanent employee.
- 8.2 Layoff is separation of a permanent employee from his position for reasons other than delinquency or misconduct on his part. The Employer may layoff an employee in the classified service for purposes of budgetary limitations requiring a reduction of the number of employees in a given class after having first informed the Association of the need for such limitations.

- A. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities, and job-title to perform whatever work may be available.
- B. The Employer agrees that employee layoffs for bonafide reasons shall be according to procedures specified in Civil Service Rules.
- C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skill, abilities, and job-title for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, on the recall list, unless such employees on recall refuse to accept such employment.
- 8.3 In all applications of seniority under this Article where ability to perform work and physical fitness are equal as determined by the Employer, seniority shall be given preference in promotions, demotions, layoffs, recall, vacation schedules and work shifts.
- 8.4 Civil Service rules and regulations shall prevail in all of the above.
- 8.5 Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to statute and rules and regulations promulgated there under.
- 8.6 Provisional appointments. Management may select any of the top three senior employees in the next lower-rated job titles, for any provisional appointments.



## ARTICLE 9

### TRANSFER AND REASSIGNMENT

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

Transfers are:

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

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

Reassignment of employees may be made in accordance with the fiscal responsibilities of the Employer to improve or maintain operational effectiveness, or to provide employee development and job training or a balance of employee experience in any work area.

Pursuant to NJCA 4A:4-7.1A permanent transfer shall require the consent of both organizational units and the approval of the Chair/CEO of the Civil Service Commission.

Any affected employee must be given at least 30 days' written notice of an involuntary transfer, except an involuntary emergency transfer, in which case reasonable notice must be given.

A. The notice shall contain the following:

- 1. The organizational unit to which the transfer is being made;
- 2. The effective date of the transfer; and

3. The reason for the transfer.

Less than 30 days' notice may be given where the employee gives his or her consent for a shorter notice period or the Chair/CEO of the Civil Service.

**ARTICLE 10**

**VACATIONS**

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

Date of Hire to December 1st of year of	
Appointment .....	1 day per month
One Year to Five Years.....	12 working days
Five to Ten Years.....	15 working days
Ten to Fifteen Years .....	20 working days
Fifteen to Twenty Years.....	25 working days
Twenty to Twenty-Five Years...	30 working days
26 Years + one day per year up to a maximum of	35 days

For the purpose of computing years of service for vacation leave, anyone whose date of employment falls between January 1 through September 30 inclusive is entitled to count that period as a year of service. Vacation shall be computed on a calendar year basis; i.e. January 1 through December 31. Employees may use vacation time 15 minute increments.

- 10.2 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.
- 10.3 According to the Revised Statutes of N.J., Title II: 24A-1, vacation allowance must be taken during the current calendar year at such time as permitted. Unused vacation, with a maximum of one year of earned vacation allowance may be carried forward into the next succeeding calendar year only. Where an employee has earned vacation in excess of one (1) calendar year's allowance as of October 1, the employee will meet with his superior to schedule off that excessive allowance so that no accrued vacation time will be lost.
- 10.4 A permanent employee who returns from military service is entitled to full allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return. An employee who separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation becomes effective and any vacation leave, which may have been carried over from the preceding calendar year.

An employee, when retiring, shall be entitled to his or her vacation time on a prorated basis based on the date of retirement.

- 10.5 Upon the death of a permanent employee, any earned annual vacation leave shall be calculated and paid to his estate in a sum of money equal to the compensation figured on his salary rate at the time of the death.
- 10.6 Vacation leave credit shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except for military leave.

## ARTICLE 11

### INSURANCE AND RETIREMENT

11.1 The employer shall provide for all its employees and their eligible dependents covered under this agreement the following Health Insurance Programs:

a. The Employer shall continue to provide medical insurance, including prescription, dental and vision. Pursuant to P.L. 2011 c. 78, though, employees are now required to contribute a portion of their salaries towards the costs of health insurance at a rate set forth in Chapter 78. Employees will be offered the Open Access POS (OAPOS) during the annual open enrollment period at no additional cost other than contributions mandated by Chapter 78 and to standard policy provisions i.e. co-pays, deductibles, and out-of-pocket costs. If an employee chooses to enroll in any Plan other than the OAPOS Plan, they shall be required to pay the cost differential, if greater, between the OAPOS and the Plan selected as set forth and in accordance with the attached proposals concerning health benefits. It is understood by the parties that in the event an employee and/or a family member is admitted to the hospital through the emergency room the co-pay for the emergency room will be waived.

b. The Employer shall provide all employees and their dependents with a Prescription Program. Employees shall be required to pay a prescription co-payment for a thirty (30) day supply of \$10.00 for generic drugs, \$20.00 for preferred drugs and \$25.00 for brand name drugs and a prescription co-payment for a ninety (90) day supply of \$15.00 for generic drugs, \$30 for preferred drugs, and \$37.50 for brand name drugs when using mail order service. If the employee opts for the PPO, he or she will pay co-pays of \$5 for generic, \$15 for brand name and \$2 for generic and \$9 for brand name for 90-day supplies.

### Retired Employee Co-Pays Prescription

15% Co-Pay of the cost of the prescription. (Mail order only)

20% Co-Pay of the cost of the prescription.

The employee is responsible for the co-pay at the pharmacy.

### Dental and Vision

The dental and vision programs will continue with the same level of benefits as in the prior contract.

Effective since January 1, 1992, employees have been enrolled in the N.J. State Disability Program. The cost will be shared equally by the employer and the employee, with deductions made through the payroll deduction plan.

Employees will be offered a Flexible Spending Account that they can choose to enter voluntarily. However, all payroll deductions will be automatically pre-taxed. The Personnel Office will manage the program and provide all the details.

It is understood that employees shall suffer no diminution of benefits offered under the plans in effect.

- 11.2 All employees shall be entitled upon normal retirement under the N.J. Public Employees Retirement System to receive a lump sum payment at retirement as supplemental compensation for each full day of earned and unused accumulated sick leave and family leave benefits which is credited to them on the effective date of their retirement. Prior to January 1, 2016, the supplemental compensation payment to be paid shall be computed at the rate of sixty percent (50%) of the eligible employee's daily rate of pay for each day of

earned and unused accumulated sick leave and family leave benefits based upon the average annual compensation received during the last year of employment, prior to the effective date of their retirement, provided however, that such lump sum payment of supplemental compensation payment shall not exceed \$24,000. Effective January 1, 2016 the supplemental compensation payment to be paid shall be computed at the rate of fifty percent (50%) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave and family leave benefits based upon the average annual compensation received during the last year of employment, prior to the effective date of their retirement, provided however, that such lump sum payment of supplemental compensation payment shall not exceed \$15,000.

In the event of death the Township will pay a lump sum cash payment equal to fifty (50%) percent of the unused sick leave not to exceed \$15,000 to the estate of any employee who dies prior to retirement.

## ARTICLE 12

### WAGE AND SALARY COMPENSATION PROGRAM

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

#### July 1, 2013-December 31, 2016

5 years .....	\$ 700 annually
10 years .....	\$ 875 annually
15 years .....	\$1025 annually
20 years .....	\$1350 annually
25 years .....	\$1500 annually
30 years .....	\$1800 annually
35 years .....	\$2100 annually

40 years .....\$2400 annually

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

12.2 Transportation Allowance:

Whenever an individual employee is authorized and required to use his privately owned vehicle or as a condition of employment uses such vehicle, the Employer will be responsible in accordance with appropriate Township regulation for such sanctioned use and shall reimburse the employee the Internal Revenue Service's current mileage rate. The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardship on the employee, or when an official Township vehicle is available.

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

The employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Employer. The insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission. Hamilton Township agrees to conform to current New Jersey State Statutes. The employer shall also provide gap insurance over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use to use his own vehicle for any business of the employer. The employer will provide the union with a copy of the Township Automobile Insurance Policy and advise the union in the future of any significant changes in the policy.

12.3 Tuition Refund Allowance:

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

12.4 SALARY PROGRAM:

January 1, 2014..... 1.5%

January 1, 2015..... 1.5%

January 1, 2016..... 1%

July 1, 2016..... 1%

Increments will be paid all three years to all employees not at maximum rate.

Effective July 1, 1996 salary ranges for all new employees hired after June 30, 1996 shall consist of eight (8) steps.

12.5 UNIFORM ALLOWANCE

Nursing Director only- \$475 per year.

12.6 U.S. SAVINGS BONDS

Payroll deductions shall be made from the employee's paycheck. It shall be the employee's responsibility to obtain, complete, and process the appropriate U.S. Treasury form for purchase.

12.7 CONTRACT PRINTING

Contracts shall be printed in booklet form within two (2) months of Contract signing. The cost of the printing will be shared by both parties.



12.8 DURATION

The Contract will expire June 30, 2016

**ARTICLE 13**

**EFFECT OF AGREEMENT; SAVINGS CLAUSE;**

**COMPLETE AGREEMENT**

- 13.1 Regulatory policies initiated by the Employer which have the effect of work rules governing the conditions of employment and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make changes which have the effect of elimination in part or in whole such terms and conditions of employment, the Employer will notify the Union. If requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved. If a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.
- 13.2 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the Request

of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

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

#### **ARTICLE 14**

##### **UNION REPRESENTATIVES**

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

#### **ARTICLE 15**

##### **TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2013, and shall remain in full force and effect through December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall give written notice 90 days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date. This Agreement shall

remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

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

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

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

PENSION REOPENER

The parties agree to reopen this contract to negotiate the possible implementation of an "Early Retirement Program" if permitted to do so by amendments to the State Pension Laws.

WAGE REOPENER

The parties agree to reopen this contract to renegotiate wages if the permitted budget cap increase is more than 0.5% above the current 4.5%, or if additional budget cap exemptions or exclusions are permitted by amendments to the Budget Cap Law or by the Local Finance Board.

TOWNSHIP OF HAMILTON

MEMORANDUM

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

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

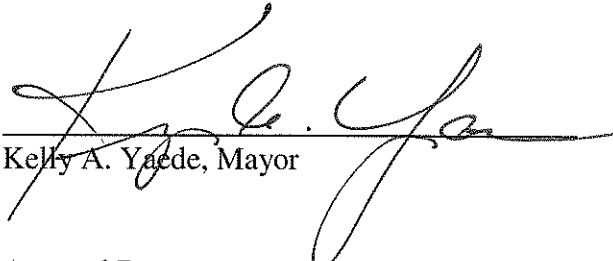
In implementing this new policy, any comp time, which any members of this Union currently have on the books, should be continued and used in accordance with Township policy.

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


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JFR: jdm

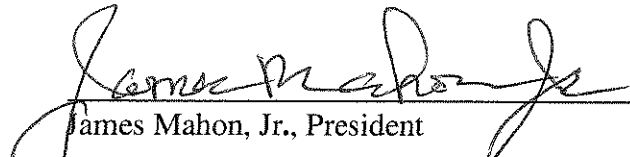
**For the Township of Hamilton**

  
\_\_\_\_\_  
Kelly A. Yaede, Mayor

Attested By:

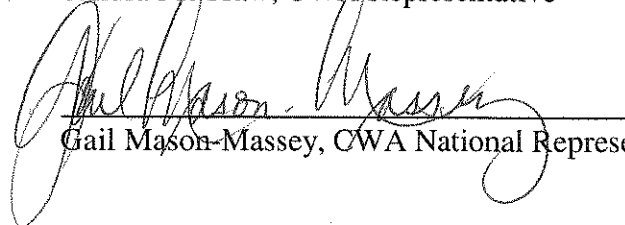
  
\_\_\_\_\_  
Eileen Gore, Municipal Clerk

**For the Communication Workers of America Local 1032, (AFL-CIO)**

  
\_\_\_\_\_  
James Mahon, Jr., President

  
\_\_\_\_\_  
Charles Thomas, Bargaining Committee Member

  
\_\_\_\_\_  
Sandra McGraw, CWA Representative

  
\_\_\_\_\_  
Gail Mason-Massey, CWA National Representative

Title	Range
Superintendent of Public Property	ULS 35
Construction Official	ULS 35
Planning Director	ULS 35
Library Director	ULS 35
Director of Public Health Nursing Service	ULS 35
Health Officer	ULS 35
Superintendent of Recreation	ULS 35
Road Superintendent	ULS 35
Sewage Plant Superintendent/Sewer Superintendent	ULS 35
Municipal Park Superintendent	ULS 35