

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.

<u>22-246</u> - 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

<u>Dues Deduction</u> 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.

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 <u>ratification of this</u> <u>contract</u>.

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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

Dated:

4/20/2022

CWA LOCAL 1042 CWA Representative

CWA LOCAL 1042