

AGREEMENT

Between

TOWNSHIP OF HAMILTON
County of Atlantic

And

TEAMSTERS UNION LOCAL 331, IBT

January 1, 2024 - December 31, 2026

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, Warehousemen 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 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 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.

- 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.

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 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

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 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.

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).

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 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

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 ($\frac{1}{2}$) day for blue-collar employees and one-half ($\frac{1}{2}$) 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.

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,

- 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 MANDATORIALLY NEGOTIABLE.

- 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

- 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 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.

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 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 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 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 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 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 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 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 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.

Schedule A						
Title:	2024		2025		2026	
	2.50%		2.25%		2.50%	
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					

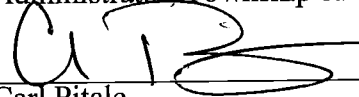
THIS AGREEMENT shall be in full force and in effect from January 1, **2024** and will terminate on December 31, **2026**.

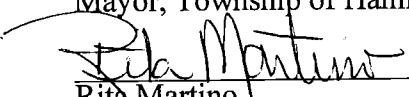
THE PARTIES agree that negotiations for a successor Agreement and the modifying, amending, or altering of any terms of this Agreement shall commence no later than October 1, 2023. It is understood that the Union is seeking a successor Agreement commencing from January 1, 2024. It is further agreed that 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.

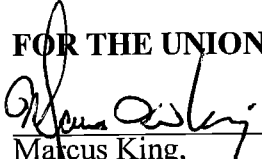
FOR THE EMPLOYER:

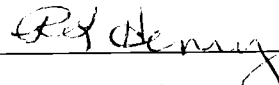

Brett Noll,
Administrator, Township of Hamilton

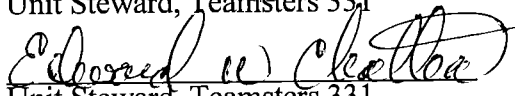

Carl Pitale
Mayor, Township of Hamilton


Rita Martino
Township Clerk

FOR THE UNION:


Marcus King,
President, Teamsters Local #331


Unit Steward, Teamsters 331


Unit Steward, Teamsters 331