



A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING (“TOWNSHIP”) TO ENTER A NEW COLLECTIVE NEGOTIATIONS AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE CWA Local 1032 (“CWA”) BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2028

Resolution #23R-169 WHEREAS, the Township of Ewing and the CWA are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2020 through December 31, 2023; and,

WHEREAS, the CWA and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and CWA have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the CWA and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the CWA unanimously agree to recommend the agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

- A. Except as herein modified, the terms and conditions set forth in the January 1, 2020 through December 31, 2023 Contract between the Township and CWA shall remain in full force and effect.
- B. Replace all references to Business Agent/Representatives in the contract with Union Representative.
- C. **ARTICLE I, SECTION II – NO STRIKE CLAUSE**

Rename NO STRIKE CLAUSE to NO STRIKE/LOCKOUT. Replace language with the following:

The Union hereby agrees not to cause any strike, work stoppage, or slowdowns of any kind. The Township agrees that no lockout of employees shall be instituted or supported by the Township.

D. ARTICLE I, SECTION III – DUES AND DEDUCTIONS

Remove the following: “The amount of Union dues to be deducted and remitted monthly, and each monthly installment shall be in an amount equal to one-twelfth (1/12) of the annual regular Union dues (or 85% percent thereof, as the case may be, as herein above provided.”

And replace with the following: “Current union dues are 1.15%”.

E. ARTICLE I, SECTION V – UNION REPRESENTATIVES

Remove 2nd paragraph and replace with: “The parties shall adhere to all regulations of the Workplace Democracy Enhancement Act”.

Add: “Township shall continue to make designated bulletin boards available for Union use.”

F. ARTICLE III, PARAGRAPH – LAYOFF

Add: Township will give notice to the Union pursuant to Civil Service Rules and agrees to meet to discuss upon request”.

G. ARTICLE V, SECTION II – DISCIPLINARY PROCEDURE

Remove the language – “Appeal of a hearing determination shall be to the Office of Administrative Law and not subject to arbitration.”

H. ARTICLE IV, SECTION V – JURY DUTY

Add to Paragraph 3: The employee must return to work immediately OR TAKE VACATION OR PERSONAL TIME in order to receive full pay for that day”.

I. ARTICLE IV, SECTION VI – BEREAVEMENT

Add: step-mother, step-father, step child to family members.

With regards to long-distance travel: replace ‘modified’ with ‘extended’ and add, “Requests for extension shall not be unreasonably denied.”

J. ARTICLE V, SECTION I– GRIEVANCE PROCEDURE

1. Replace Union Steward with Union Representative throughout Article V.
2. Add: A grievance may only be filed by a Union Representative.
3. Replace all times with 10 days.

4. In all Steps add/replace: "If no response is received from the Township within 10 days it shall be deemed denied. If no action is taken by the Union within 10 days it shall be deemed abandoned.
5. Step 3 – Remove: "The employee may be represented ... CWA Council."
6. Add: "Time lines may be extended by mutual agreement.

K. ARTICLE V, SECTION II – DISCIPLINARY PROCEDURE

Replace Union Shop Steward with Union Representative.

L. ARTICLE VI, SECTION II - OVERTIME

Remove reference to Tuesday through Saturday work schedule.

M. ARTICLE VI, SECTION III – PAY UPGRADES

Reduce the number of days working out of title to be entitled to compensation from four (4) days to two (2) days.

Add: Those employees who do not meet the qualifications required for the higher classification will be paid in accordance with the Human Resources formula.

N. ARTICLE VI – HOURS OF WORK EXCLUDING PUBLIC SAFETY TELECOMMUNICATORS – SECTION IV – SATURDAY, SUNDAY AND HOLIDAY PAY

(NEW) SECTION IV – SATURDAY, SUNDAY AND HOLIDAY PAY

Unless otherwise agreed to as part of a flex schedule or if an employee has not completed a 'full work week', an employee who is required to work on a Saturday, Sunday or Holiday shall be compensated for a minimum of two (2) hours at the following rates:

- a. Work performed on a Saturday at 1.5 times the base rate of pay.
- b. Work performed on a Sunday or Holiday at 2 times base rate of pay.
- c. In the event that the time exceeds two (2) hours, compensation will be for the full amount of time worked.

O. ARTICLE VII - HOLIDAYS

Juneteenth (June 19) to be a Township holiday, aligning the calendar with the Mercer County decision regarding the observance of Juneteenth.

P. ARTICLE VIII – VACATIONS

Paragraph 8 – Replace with: “Employees shall not be called back to work while on vacation.”

Q. ARTICLE IX – GENERAL PROVISIONS

Remove section referring to Deputy Court Clerk.

R. ARTICLE X – MEDICAL AND HOSPITAL INSURANCE BENEFITS

Add: “If any other bargaining unit of Township employees receives reduction or modification of Chapter 78 contribution towards medical premiums, the parties agree to meet and negotiate regarding the sole issue of employee contributions. If the parties reach an impasse, the issue may be submitted to arbitration.”

S. ARTICLE XIV – WORKING UNIFORMS

Remove opening language and #2 and #3. Replace first paragraph of #5 with:

All employees shall be paid \$900 per year for an official township uniform allowance and shall be required to wear their official township uniform daily. Failure to wear the appropriate uniforms during regularly scheduled work hours or overtime, excepting emergencies, may result in forfeiture of the allowance or discipline.

The remainder of #5 shall remain the same. #8 shall remain the same.

T. ARTICLE XVI - WAGES

In lieu of ATB percentages in 2024, Clerk 1 Salary will be \$32,300.00; dispatchers \$38,300.00. All additional titles will receive \$4,000. All increases pensionable.

Salary Increases

Effective January 1, 2025	3.50%
Effective January 1, 2026	3.50%
Effective January 1, 2027	3.50%
Effective January 1, 2028	3.00%

U. ARTICLE XVII – TERMS OF AGREEMENT

January 1, 2024 through 11:59 pm on December 31, 2028.

V. ADDITIONAL PROVISIONS

1. In anticipation of future 27 pay considerations, based on the calendar year, no extra pay will occur, and the Township and Union agree that the amount of pay will reflect the amount due under the salary guidelines established by the CNA.

2. If ratified by September 18, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023 retroactive to September 1, 2023.

G. This agreement is subject to ratification by the CWA membership and approval by the Township before it becomes effective.

H. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and CWA LOCAL 1032 scheduled to take effect as of January 1, 2024. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the CWA.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 26th day of September 2023.




Kim J. Macellaro, CMC
Municipal Clerk

Memorandum of Understanding

Between

CWA Local 1032 and Township of Ewing

Agreement made this 18th day of September 2023, by and between the **Township of Ewing** (herein the “**Township**”) and the **CWA Local 1032** (herein the “**CWA**”).

WHEREAS, the Township and the CWA are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2020 through December 31, 2023; and

WHEREAS, the Township and the CWA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for successor contract; and

WHEREAS, the Township and the CWA have reached agreement on new terms and conditions which are subject to ratification by the membership of the CWA and approval by the Mayor and Council of the Township; and

WHEREAS, the negotiating committees for the Township and the CWA unanimously agree to recommend their agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

- A.** Except as herein modified, the terms and conditions set forth in the January 1, 2020 through December 31, 2023 Contract between the Township and CWA shall remain in full force and effect.
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January 1, 2024 through 11:59 pm on December 31, 2028

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 2. If ratified by September 18, 2023, a 0.5% increase for all employees who are employed by Ewing Twp through the end of the year, based upon the rates contained in the expanding contract for 2023 retroactive to September 1, 2023.
- W. This agreement is subject to ratification by the CWA membership and approval by the Township before it becomes effective.
- X. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

By:


Maria Mancuso, Staff Representative

Date:

9/18/2023

Township of Ewing

By:


Bert Steinmann, Mayor

Date:

9/18/2023

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE CWA Local 1032 ("CWA") BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2023

Resolution #21R-104 WHEREAS the Township of Ewing and the CWA are parties to a collective negotiations agreement ("Contract") covering the period January 1, 2020 through December 31, 2023; and

WHEREAS, the CWA and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and

WHEREAS, the Township and CWA have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the CWA and approval by the Mayor and Council of the Township; and

WHEREAS the negotiating committees for the Township and the membership of the CWA unanimously agree to recommend the agreement for ratification and approval; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

A. ARTICLE III SECTION 3, DUES AND DEDUCTIONS.

Removal of the following language to be in compliance with the Janus decision

It shall be a condition of employment that all employees eligible to become member of the Union, but who are not members of the Union shall be required to pay to the Union an agency shop fee of 85% percent of the regular Union due. Therefore, to the extent not in conflict with applicable law, the Employer shall deduce form the paycheck of an employee who does not provide to the Employer written authorization to deduct the entire regular Union dues an amount equal to 85% percent of such regular Union dues.

B. ARTICLE IX – GENERAL PROVISIONS

Paragraph #3 will read:

Proposed modifications, changes, or new rules and regulations will be discussed between the CWA local 132 staff representative or designee and the Township's Business Administrator or designee before formal adoption. The parties may further make recommendations concerning the aforementioned proposed modifications, changes or new rules and regulations to the respective divisions.

C. ARTICLE XVI SECTION A. WAGES

1. ENTRANCE SALARIES

For all employees hired in calendar year 2021, the entry level salary will be increased to \$27,300.00. This is effective January 1, 2021.

2. SALARY INCREASES

January 1, 2020 to December 31, 2020	2.50% on their base pay
January 1, 2021 to December 31, 2021	2.50% on their base pay
January 1, 2022 to December 31, 2022	2.50% on their base pay
January 1, 2023 to December 31, 2023	2.50% on their base pay

On January 1, 2021 any member of this association employed as of that date and whose annual base salary is less than fifty-five thousand (\$55,000) dollars shall receive a onetime payment of one thousand (\$1,000.00) dollars which will be added to that employee's base salary after which the wage increase set forth in #1 for the year January 1, 2021 to December 31, 2021 shall be added to their base pay.

Effective January 1, 2021 the base salary for Public Safety Telecommunicators shall be \$34,300. For Public Safety Telecommunicators, effective January 1, 2021, dispatchers with one (1) - two (2) years of service with the Township shall receive a one-time lump sum payment of \$1,500.00. Dispatchers with three (3) - five (5) years of service with the Township shall receive a one-time lump sum payment of \$2,500.00. Dispatchers with six (6) - eight (8) years of service with the Township shall receive a one-time lump sum payment of \$3,500.00. Dispatchers with nine (9) or more years of service with the Township shall receive a one-time lump sum payment of \$6,000.00.

The lump sum payments for January 1, 2021 – December 31, 2021 are in lieu of the annual percentage salary increase for that year only.

Employees who have either been promoted to a position not recognized by CWA Local 1032, or any employee who resigns or retires before the signing of this Agreement shall be entitled to retroactivity for the number of months, they were actively employed under the CWA Local 1032 Bargaining Agreement.

D. ARTICLE XVIII SECTION 1, TERM OF CONTRACT

January 1, 2020 through 11:59 pm on December 31, 2023

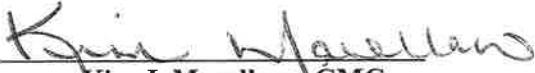
NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and CWA LOCAL 1032 scheduled to take effect as of January 1, 2020. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the CWA.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 25th day of May 2021.




Kim J. Macellaro, CMC
Municipal Clerk

**AGREEMENT Between
TOWNSHIP OF EWING**

And

**CWA- LOCAL 1032
CLERICAL/ADMINISTRATIVE**

January 1, 2020 – December 31, 2023

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AGREEMENT

THE AGREEMENT, made this ___ day of _____, 2021 by and between, the TOWNSHIP OF EWING, a municipality, in the County of Mercer, State of New Jersey, hereinafter referred to as "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (Clerical and Administrative) hereinafter called the "Union".

WITNESSED

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

ARTICLE I

SECTION I:

RECOGNITION: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications, including telecommunication operators, listed under Appendices A and B attached hereto, and by "reference made a part of this Agreement, and for additional classification as the parties may later agree to include."

SECTION II:

NO STRIKE CLAUSE: It is agreed that during the term of this agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone; or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such work order to the Employer and use every means at its disposal to influence the employees to return to work.

SECTION III:

DUES AND DEDUCTIONS: The Dues rate shall be 1.15% of the employee's base salary. Should such amount change, the Union shall provide the Employer with written notice of the amount of regular union dues. To the extent not in conflict with applicable law, upon receipt of a lawfully executed written authorization from an employee to do so, the Employer shall deduct the entire regular Union dues of the employee from such employee's paycheck. .

All deductions under this Section will be remitted by the Employer to the Union by the Employer sending the same by regular mail to the Communications Workers of America, AFL- CIO, 67 Scotch Road, Ewing, New Jersey 08628, not later than the tenth (10th) day following the deduction from the employee's paycheck. Payroll deduction dues will be made by the Employer commencing with the first pay period following the completion of thirty (30) calendar days of employment by the employee with the Employer in a bargaining unit position. The amount of Union dues to be deducted and remitted monthly, and each monthly installment shall be in an amount equal to one-twelfth (1/12) of the annual regular Union dues (or 85% percent thereof, as the case may be, as herein above provided).

Anything herein to the contrary notwithstanding, any authorization received by the Employer from an employee to withhold the full amount of regular Union dues from the employee's paycheck may be withdrawn by the employee at any time by filing a notice thereof with the Employer's disbursing officer. The filing of such notice of withdrawal shall be effective to halt deductions as of the July 1st next succeeding the date on which the notice of withdrawal is filed.

The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

SECTION IV:

SAVE HARMLESS CLAUSE: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

SECTION V:

UNION REPRESENTATIVES: The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Township work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Township agrees that the activities described in the above paragraph of this Article may be conducted on the Township property on free time of Union members who are on non-working time.

The employees shall be permitted to distribute Union literature in non-working areas on Township property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation handled during working hours without an officer of the Township or their representative being notified and their permission to do so obtained, nor shall the investigation, presentation, discussion, processing or handling of the grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Township representative and receiving permission. Said Union representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours.

The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such representative unless he/she is so designated by the union to the Township.

UNION SHOP STEWARDS & NEGOTIATING COMMITTEE MEMBERS: The Union representative or their designee shall appoint Union Shop Stewards and Assistant Shop Stewards as well as Negotiating Committee Members as he/she deems necessary.

The Township understands that the choice of and removal from office of Stewards, or Negotiating Committee Members is a function of the Union. The Union shall notify the Township within seventy-two (72) hours of any changes in the makeup of the members.

SECTION VI:

EQUAL TREATMENT AND NONDISCRIMINATION: The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, sexual preference, religion, political affiliation, physical handicap, marital status, Union membership or Union activities. However, Union and Employer agree that an employee of the unit must be able to meet physical requirements of the position as set forth in the New Jersey Department of Personnel Job Description and any future revisions thereto.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

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SECTION VII:

The bargaining unit is granted an aggregate of nine (9) days per year with pay for Union business solely. Union business shall include education seminars, union sanction meetings or union convention, not to exceed two (2) representatives at any one time (only one person per department) and each representative will be charged one union day. The union is to give prior notice to the division head of which individual will be attending and certify the dates and location of union business.

The Union shall provide five (5) working days' notice of any scheduled training, conference or seminar.

An appointing authority may grant a leave of absence without pay to any employee elected or appointed as an official of the employee's union. The maximum period for such leaves shall be a subject of negotiation between the employer and union.

ARTICLE II

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

SECTION I

The Township hereby retains and reserved unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following rights:

The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for just cause, promote or lay off employees from duty because of lack of work or for other business reasons.

The right to require employees to observe the Township's established and documented rules and regulations, or the Township's right to make new rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement

The selection of employees for promotion.

To determine the employee pay period and method for recording working hours.

The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein enumerated, except as specifically otherwise herein provided.

SECTION II

TERMS AND CONDITIONS OF EMPLOYMENT: Except as otherwise provided herein, all rights and benefits which the employees of the township have heretofore enjoyed and are presently enjoying as contained in Township Ordinances, Rules and Regulations, and/or Policies and Procedures currently in effect and Civil Service Commission, shall be maintained and continued by the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all applicable State Statutes, Rules and Regulations, Policies and Procedures of the New Jersey Public Employment Relations Commission, Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as set forth at length.

Bargaining unit employees shall be entitled to all benefits and terms and conditions of employment provided by the Township's current Policy and Procedure Manual & Handbook, effective December 8, 2014, which are only superseded by any specific term and condition covered by the Union Collective bargaining Agreement.

All new Rules and Regulations and Policies and Procedures proposed by the Township affecting working conditions, or any of the Terms and Conditions of this Agreement shall be submitted to the Union for review and discussion before being implemented. All such rules and policies shall be consistent with New Jersey State Statutes, Township Ordinances and this Agreement.

ARTICLE III

DEFINITIONS

SENIORITY: Seniority is defined as an employee's continuous length of service with the Township, beginning with the latest date of hire.

DEPARTMENTAL SENIORITY: Departmental Seniority is defined as an employee's continuous length of service in a department of the Township beginning with the employee's latest date of hire.

Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling, and work shifts as defined in Paragraph below..

Where ability to perform work, license, credentials, prior work experience are considerations in application of the above paragraph, determination shall be made by the Employer.

The Township shall promptly advise the appropriate Union representative of any change, which necessitates amendments to the seniority list.

LOSS OF SENIORITY: Continuous service for seniority purpose shall be broken for any of the following reasons:

Failure to notify the Township of intent to return to work within five (5) days after the date recall notice is sent by certified mail to the employee's last address on record with the Township, or failure to report for work within five (5) working days after the date recall notice is sent by certified mail to the employee's last address on record with the Township.

If the employee quits.

If the employee is discharged.

If the employee is absent from work for five (5) consecutive working days without advising the Township and giving reasons satisfactory to the Township for such absence, except in extreme and unforeseen circumstances:.

If the employee overstays a leave of absence without notifying the Township.

If the employee gives a false reason for a leave of absence or engages in other employment during such leave.

PROBATIONARY EMPLOYEES:

There is established a probationary period of ninety (90) calendar days during which time an employee learns the duties and responsibilities of the position. During this period supervisors shall evaluate the employee's work performance and conduct to determine whether the employee merits permanent status. Halfway through the

probationary period and again ten (10) calendar days prior to the expiration of the probationary period, the department head may submit to the Township a written evaluation of the employee's performance to date. Upon the successful completion of the probationary period, seniority will revert back to the initial date of hire.

An employee hired to fill a "non-competitive" position (as that term is defined by the State of New Jersey Department of Civil Service) whose performance has been satisfactory after serving a ninety (90) calendar day probationary or working test period, will upon recommendation of his/her supervisor attain permanent status in that position. If the employee's performance is unsatisfactory during his/her working test period, the Appointing Authority may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

In all cases an employee appointed to any position will be subject to a minimum probationary period of ninety (90) calendar days. The Township may extend the probationary period for an additional thirty (30) calendar days, or in the case of promotion, revert the employee back to the former position if that position is still open.

LAYOFF: Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Township may lay off an employee for the purpose of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

On recall after a layoff, employees shall be transferred and recalled in reverse order, according to the needs of the Township and according to Civil Service rules, N.J.A.C. 4A:8-2.1, regarding layoffs

ARTICLE IV

SECTION I:

SICK TIME POLICY

Sick time for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year.

Any amount of sick time 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 any employee is absent for reasons that entitled him/her to sick time, his/her supervisor or his/her designee shall be notified prior to the employee's starting time or in conformance with division regulations.

The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. An employee who has been absent on sick time for five (5) consecutive work days will be required to submit acceptable medical evidence substantiating the illness. If there is a reasonable belief by the Township that an employee has habitually abused the sick time policy the employee shall be required to bring in medical certification prior to their return to work. Continued abuse of the sick time policy can lead to disciplinary action.

Sick time credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave and/or leave of absence under an approved Federal and State Family Medical Leave Act (FMLA).

Sick time may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

A permanent employee will be permitted to use his or her sick time for emergencies incurred by members of their immediate family in accordance with the New Jersey Civil Service definition of immediate family and in accordance to the State and Federal regulations under the Family Medical Leave Act (FMLA).

All requests for sick time off must be called into the office prior to the start of the regular work day for that division. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension or termination.

Sick time is not to be used for personal business and when same is improperly used, the employee will be subject to disciplinary measures which could result in his/her removal.

Sick time shall not be used in conjunction with vacation, personal days, or holidays unless a physician's note is provided that substantiates the illness.

The Appointing Authority and/or Department Head or his designee may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. Proof of illness must be documented by a certified physician with his/her signature.

SECTION II:

LEAVES OF ABSENCE:

Permanent employees may request a leave of absence with or without pay for good cause. The Business Administrator may either approve or deny the request for justified

reasons. A Leave of Absence will not be granted in cases where a change in employment is involved. An employee who does not return to or overstates a leave of absence may be considered to have quit their employment, and if rehired, shall be considered a new employee. An employee desiring a leave of absence shall submit a request in writing to the Township and complete any leave papers stating the reason for and duration of the leave requested. The Township shall notify the employee of their determination in writing prior to the employee's requested leave date. Employees covered under this Agreement shall continue to receive all benefits provided by the Township at no cost as if they were still working for as long as they are on an approved leave listed below. An employee may be eligible for the following types of leave:

Leave of absence without pay shall be at the discretion of the Township.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave shall not accrue with the exception of those on military leave or under the Family Medical Leave Act.

Family Leave Act (FLA), SAFE Act, FMLA, Bereavement Leave, Jury Duty Leave, General Time-Off, Fire Time-Off, Leave of Absence Policy, Occupational Leave, Military Leave, and Donated Time-Off Policy as provided in the Policy & Procedure Manual dated December 8, 2014.

PERSONAL DAYS: Employees covered by the provisions of this Agreement shall be entitled to three (3) days per year with pay for personal business. Said days shall not be taken unless 48 hours' notice thereof has been given the employee's supervisor. In the event that less than 48 hours' notice is given, said days may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

In the year in which an employee is hired by the Township or terminates his or her employment (except for discipline or other than regular retirement) personal days shall be pro-rated from the employee's date of hire to the end of the calendar year or from the beginning of the calendar year to the employee's date of termination.

SECTION III

OCCUPATIONAL INJURY: Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for

temporary disability. Such leave shall be limited to a maximum of one hundred thirty-five (135) working days from the date of injury.

In the event that an injured employee receives temporary disability under workers' compensation during the course of the aforementioned one hundred thirty-five (135) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township. Said tender of draft to the Township of Ewing will be reimbursement of the Township to be applied toward payment of the injured employee's full salary during the course of the aforementioned leave. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the leave period.

Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION IV

MILITARY LEAVE: Leave for military purpose shall be granted to the Employee in accordance with the New Jersey Civil Service regulations and/or New Jersey Statutes.

SECTION V

JURY DUTY:

In the event that an employee is ordered to jury duty, the employee will be granted time off as the court requires. Absence from work will not be counted against regular vacation leave, sick leave, or personal days.

All requests for jury duty leave must be filed with the employee's appropriate Department Head prior to the start of jury duty. The employee must provide a copy of the court notice to their Department Head for forwarding to the Personnel Office.

The employee will be paid only for the time required to be on-call at the courthouse and/or the time actually serving on a jury. Payment will be made only to the extent that jury service prevents the employee from reporting to work. If there are times the employee is not scheduled to be on-call or at the courthouse or to serve on a jury, the employee must report to work. If the employee is released from jury duty with more than two (2) hours left to work on his/her shift, the employee must return to work immediately in order to receive pay for that day. Documentation is required as proof of jury duty.

SECTION VI

BEREAVEMENT LEAVE: Unless otherwise provided in this agreement, the following bereavement leave policy shall apply.

For purposes of this section, family members include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, and relatives or significant others who were living in the household of the employee at the time of death.

In the event of the death of an employee's family member, five days' time off with pay will be granted to permit the employee to attend funeral services and attend to funeral related needs. The employee may use this time non-sequentially to accommodate family needs and attendance at services. In the event of the death of the following other relatives, an employee will be granted time off with pay for the day of the funeral: brother-in-law, sister-in-law, aunt, uncle, grandparent or biological parent of the employee's child. Sick time may be utilized for Bereavement Leave.

In the event long-distance traveling in excess of 150 miles one-way is involved, the policies set forth in this section may be modified at the discretion of the Administrator.

The employee must provide reasonable proof of death to their Division Head for forwarding to the Personnel Office, prior to payment for days taken as bereavement leave. Additionally, an employee must verify in writing the exact relationship between the employee and the deceased.

SECTION VII

NON-PAID LEAVE OF ABSENCE: The Township will grant a leave of absence, without pay, to one (1) employee to accept full-time Union employment for a period of one (1) year. The employee may request an additional six (6) month extension subject to the approval of the Mayor. Sixty (60) days' notice shall be given to the Township by any employee requesting such a leave.

Leave of absence without pay shall be at the discretion of the Township.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave and vacation leave shall not accrue with the exception of those on military leave or under the Family Medical Leave Act (FMLA).

ARTICLE V

SECTION I: GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute either contractually or non-contractually between the employee and the Township concerning the terms of employment. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the

same treatment to their associates, supervisor and the public. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

The grievant shall be represented by either the Union shop steward or Union Business Representative at any and all Steps of the Grievance Procedure. The Township shall forward to the Union all written dispositions of grievances involving bargaining unit employees. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

All grievances shall be settled in the following manner:

STEP 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within five (5) days after the supervisor's response is due. The Department Head shall respond to the steward in writing within ten (10) days. If the grievance is not presented in writing in accordance with this stipulation within ten (10) days, it shall be deemed abandoned. The employee may be represented by a Union officer, steward, or his or her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and local Union officer, steward, or his or designee will result in no loss of pay.

STEP 3: If the grievance still remains not settled, it shall be presented to the Personnel Officer in writing within seven (7) days after the response of the Department Head is due. The Personnel Officer will hold a hearing within ten (10) days of receipt of presentation of the grievance to him or her. The Personnel Officer shall respond in writing within ten (10) days. If the grievance is not presented in writing in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, or his or her designee, and representative of the CWA Council. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his or designee will result in no loss of pay.

STEP 4: If the grievance still remains not settled, it shall be presented to the Business Administrator, in writing, within seven (7) days after the response of the Personnel Officer is due. The Business Administrator will hold a hearing within ten (10)

days of the receipt of presentation of the grievance to him or her. The Business Administrator shall respond, in writing, within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned.

STEP 5: If the grievance still remains not settled, it shall be presented to the Mayor, or their designee in writing, within seven (7) days after the response of the Business Administrator is due. The Mayor, or their designee will hold a hearing within twenty (20) days of receipt of presentation of the grievance to him or her. The Mayor or his designee shall respond in writing within thirty (30) days. If the grievance is not presented, in writing, in accordance with this stipulation, within seven (7) days, it shall be deemed abandoned.

STEP 6: In the event the grievance has not been satisfactorily resolved at Step 5, CWA Local 1032, and only the CWA Local 1032, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation, or the Public Employees Relations Commission on the following conditions:

The request for arbitration shall be filed by the Union Business Manager or his designee.

The request for Arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time at Step 5.

The grievance is a contractual grievance.

The Union's decision to request the movement of a grievance to Arbitration or to terminate the grievance prior to submission to Arbitration is final.

STEP 7: The cost of arbitration shall be borne by both parties equally, the Union and Township. Any late cancellation fees shall be the sole responsibility of the party requesting the postponement.

SECTION II: DISCIPLINARY PROCEDURE

An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. This is not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

In all cases of disciplinary action taken against an employee by the Township, the employee has the right to have their Union representative present at any meeting and shall

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also have the right to file a response to all charges made against them in the form of a written grievance. All disciplinary actions must be documented and a copy provided to the Personnel Department.

If the employee files a written grievance within five (5) working days of an event no action shall be taken against the employee including suspension until such time as a hearing has been held and a determination has been made.

Progressive discipline shall be used whenever possible. If appropriate, employee will receive counseling which shall be documented. The following procedure shall be taken involving disciplinary action by the Township:

- Step I. Verbal warning (which must be documented);
- Step II. Written reprimand;
- Step III. Minor, suspension of five (5) days or less;
- Step IV. Major, suspension of over five (5) days, or termination;

Serious breaches of conduct, including violation of State criminal statutes, may require immediate suspension or dismissal rather than counseling, warning or written reprimand. When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Township, the Business Administrator, or his/her designee may suspend the offender, with pay, immediately pending investigation, formal charges and subsequent hearing. Such hearing shall be held within thirty (30) days of the suspension. Appeal of a hearing determination shall be to the Office of Administrative Law and not subject to arbitration.

The Union shall be notified immediately of all formal disciplinary charges. The employee has the right to representation at all meetings involving either possible disciplinary action and, or actual disciplinary action. In all cases the employee shall have the right to attach a written rebuttal to all charges filed. against him/her.

Violation of any of the following rules, because of their seriousness, may result in immediate discharge without prior disciplinary warning:

- a. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents of record.

b. Malicious or willful destruction or damage to Township property or supplies or the property of another employee or a visitor.

c. Theft or inappropriate removal from Township premises of property or supplies or the property of another employee or a visitor.

d. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.

e. Absence without authorization.

Infractions of the following rules may, depending on the seriousness of the offence and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

f. Continuous unsatisfactory job performance and/or neglect of duty.

g. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

h. Inability to perform job duties.

i. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.

j. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.

k. Conviction of a criminal act.

l. Participation in any political activity prohibited by Federal or State laws or Township ordinances during working hours.

m. Conduct unbecoming a public employee.

n. Frequent or excessive tardiness or absence from work or an employee's work area.

o. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.

p. Fighting or provoking a fight on Township time or property.

q. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.

r. Leaving Township premises or ones' job during working hours without notification to the supervisor or department head and obtaining permission.

- s. Action that endangers others, Township property or disrupts work.
- t. Hostile working environment.
- u. Sleeping while on duty.
- v. The use of threatening or abusive language toward a fellow employee or the public.

Disciplinary action may consist of either verbal or written notice.

w. If verbal, the supervisor or the Department Head shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee in the presence of the Union Shop Steward. If the matter can be satisfactorily resolved, the supervisor or the Department Head may consider the matter closed.

x. The supervisor or the Department Head, shall inform the Business Administrator who will place a memo in the employee's personnel file. The employee will be allowed to see its contents prior to insertion in the file and file a written rebuttal.

y. If the infraction is of such a nature that it warrants a written reprimand, a written memo setting forth the nature of the infraction and comments by the supervisor and, or Department Head shall be forwarded to the Business Administrator. A copy of the memo shall be furnished to the employee. Within ten (10) days after receipt of the memo, the Business Administrator will schedule a meeting with the employee and the department head. The Business Administrator will review the facts and make a decision.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee. The employee shall have the right to attach a written rebuttal to the report.

The Township shall follow the procedures in Title 4A of the New Jersey Administrative Code, N.J.A.C. 4A:2-3.1 through N.J.A.C. 4A:2-3.7 in all cases of major and minor discipline, layoffs, terminations, removals, demotions for disciplinary purposes, reemployment rights, voluntary demotions, suspensions and fines.

ARTICLE VI-

HOURS OF WORK EXCLUDING PUBLIC

SAFETY TELECOMMUNICATORS

SECTION 1:

WORK WEEK: The work week shall consist of five (5) consecutive eight hour days, which includes an unpaid 60-minute lunch break, either Monday to Friday or Tuesday to Saturday.

WORK SCHEDULE: Except for emergency situations, work schedules shall not be changed unless the Union is made aware of the change by no less than twenty (20) days' notice.

SECTION II:

OVERTIME: Employees may be required to work in excess of their normal work schedule. Overtime may only be authorized by the Business Administrator. Employees shall be entitled to compensation of 1.5 times their base rate of pay for time over 35 hours, which, applies to their work schedule.

If an employee takes time off for a holiday, a vacation, personal day or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not considered hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This provision shall not apply if the employee is required by the Township to work overtime.

For employees working Monday through Friday, Saturday is time and a half and Sunday is double time. For employees working Tuesday through Saturday, Sunday is time and a half and Monday is double time. (Employees absent due to excused sick, vacation or holiday will not have this time credited as worked.) Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, . It is understood that nothing in this clause shall require payment for overtime hours not worked.

An employee may accumulate up to sixty (60) hours of compensatory time per calendar year, but may not carry compensatory time over to the following calendar year except for time earned in December which may be used in the first quarter of the following year.

SECTION III:

PAY UPGRADES: Any employee who performs work in a higher paid classification other than his or her own for at least four (4) days shall be paid at the rate of the higher classification when authorized by his or her immediate supervisor and the Business Administrator for the time actually worked in higher classification. To be paid, the employee must meet the qualifications required for the higher classification as indicated in the Civil Service Job Specification.

OUTSIDE EMPLOYMENT: An employee is permitted to have outside employment as long as it does not interfere with the employee's duties or performance.

ARTICLE VII

HOLIDAYS: (All employees excluding Public Safety Telecommunication:

Effective upon execution of the agreement, there shall be eleven (11) paid holidays per year during the term of the remainder of this agreement. The holidays are as follows: -

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|----------------------------------|----------------------------|
| 1. News Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Veteran's Day |
| 3. Washington's Birthday | 9. Thanksgiving Day |
| 4. Good Friday | 10. Day After Thanksgiving |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | |

In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event the Township has to change the date to comply with the State, it will be celebrated on the date that the State sets forth.

In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, it will be celebrated on Tuesday. In the event the Township has to change the date to comply with the State, it will be celebrated on the new date that the Township sets forth.

In the event a holiday falls within an employee's vacation period, the holiday shall not be charged against vacation leave.

In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding the holiday and his or her scheduled workday immediately following the holiday unless on an excused absence and the employee must have worked at least 35 hours in the work week (work being defined as actual work, or paid vacation, sick or personal day(s)). If employee calls out sick the day before and/or the day after a holiday and he/she fails to obtain an excused absence from their physician, they will not receive pay for said holiday and could face additional disciplinary action.

Permanent employees with three (3) or more consecutive months seniority are eligible for holiday pay.

Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his or her sick leave.

Employees who are on leave of absence without pay will not be eligible for holiday pay.

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ARTICLE VIII

VACATIONS:

1. All full time employees shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave and/or on an approved family medical leave under the FMLA, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year of continuous service:	1 day per month
After completion of 1 year of continuous service:	14 working days
After completion of 5 years of continuous service:	17 working days
After completion of 11 years of continuous service:	22 working days
After completion of 17 years of continuous service:	23 working days
After completion of 19 years of continuous service:	24 working days
After completion of 20 years of continuous service:	25 working days
After completion of 25 years of continuous service:	27 working days

Notwithstanding the above schedules, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

2. The rate of vacation pay shall be the employee's regular straight time rate of pay.

3. Vacation allowance must be taken during the current calendar year or the employee shall lose said vacation time. It also must be taken at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only. A permanent employee is permitted to carry over one-half of employee's allotted vacation time into the following year. It is understood between the parties that unused vacation cannot be carried over for more than one year. Upon execution of this agreement, an employee may sell back no more than five (5) days of unused vacation from January 2017 going forward in each calendar year of this agreement.

4. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.

5. An employee who is retiring or who has otherwise 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 or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

6. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation figured on his or her salary rate at the time of his or her death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

7. Vacation leave credits 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 military leave and/or on an approved family medical leave under guidelines of the FMLA.

8. Employees called back to work while on vacation shall receive double time for that time.

9. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the employer and will not be based on seniority.

ARTICLE IX

GENERAL PROVISIONS

1. The Employer agrees to make available a bulletin board for the Union. Said bulletin board shall be used for posting the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

2. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

3. Proposed modifications, changes, or new rules and regulations will be discussed between the CWA local 132 staff representative or designee and the Township's Business Administrator or designee before formal adoption. The parties may further make recommendations concerning the aforementioned proposed modifications, changes or new rules and regulations to the respective divisions.

4. The Township agrees to reimburse employees for the cost of obtaining or renewing any certification or license required by their employment with the Township. Any employee who wishes to be reimbursed for obtaining a certificate or license that is not required for their current position must first receive approval by the Department Head and the Business Administrator.

LONGEVITY: Effective January 1, 2016, longevity will be converted to a dollar amount for each employee in this unit and it will be rolled into the pensionable base pay. Effective January 1, 2016 and each year thereafter, no longevity payments will be made to any new hires or unit members.

CLASSIFICATION AND JOB DESCRIPTION: The classifications for employees covered by this Agreement are attached hereto as Appendices A, and B and by reference are made part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to in the grievance procedure commencing with Step 3 of this Agreement. The above does not include titles outside the bargaining unit. This provision is not applicable in the event that Civil Service retitles a job or changes a title through a mass change.

Should the Union have a question about a job description, the Personnel Officer will furnish a copy of the Civil Service Job Specification. Any additional questions should be directed to the Personnel Officer.

LATENESS AND ABSENCE: Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Lateness and unjustified absence shall be cause for discipline.

CONTRACTING WORK OUT: The Employer shall have the right at its discretion to apportion work by contract or sub-contract to others as it may see fit in order that the services which have 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 subcontracting of work performed by the Township employees shall not result in a mass layoff of said employees covered by this agreement.

REPORT TO WORK PAY: An employee called to work after hours will get a minimum of two hours pay for being called to work. However, if the employee called to work actually works one hour or less, the second hour shall be paid at straight time.

DEPUTY COURT CLERK: The Deputy Court Clerk shall be compensated his/her rate of pay for performing job related duties at home for actual time spent.

DHS
CM

GAS ALLOWANCE: Gas allocation may be provided to those employees who are required to use their personal vehicle for assigned Township business.

Township employees may receive the IRS gas allocation per mile for use of their own personal vehicle for Township business. Employees may also be provided with a Township vehicle upon request of their Department Head and authorization of the Township Administrator or Mayor.

ARTICLE X

MEDICAL AND HOSPITAL INSURANCE BENEFITS

Employee and his/her dependents as set forth in the State Health Benefit Program will be eligible for health and prescription drug coverage after the permanent employee has been continually employed for sixty (60) days. Effective January 1, 2013, all full-time employees will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.

The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.

The parties agree that the level of benefits and plans including prescription co-pays under the State Health Benefits Plan are subject to change by the State Health Benefits Committee and that the Township has no control over such changes and is not liable to any unit member if the Committee makes such changes during the length of this contract.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

The Township will provide paid retiree medical, hospitalization, prescription drug benefits to eligible retirees:

The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Employment Retirement System of New Jersey (PERS).

A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. At such time as the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. Retired employee must first be eligible for Medicare Part B before the spouse becomes eligible for Medicare benefits. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare Part B. Effective July 1, 2014, the spouse of any member hired on or after September 1, 2014 shall not be eligible for Medicare Part B benefits.

Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey in which the covered retired employee deceased.

OPTICAL AND DENTAL:

Dental and optical benefits accrue for employee and employee's eligible family member after employee becomes permanent and continually employed for ninety (90) days.

The Township shall pay 100% of the dental premium of the Dental Plans currently approved by the Township for either an employee plan, employee/spouse plan, employee/child plan, or family plan.

The vision reimbursement shall be up to a maximum amount of \$400.00 per calendar year for employee and every eligible family member.

If a Township employee is married to another Township employee, they shall not each receive dental coverage and vision reimbursement.

ARTICLE XI

ACCESS TO PERSONNEL FOLDER:

An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

VITAL INFORMATION:

It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below. Failure of the employee to notify the Personnel Officer of a change within thirty (30) days shall result in disciplinary action.

1. Name;
2. Address;
3. Telephone number;

4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;
7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

ARTICLE XII

Intentionally Omitted

ARTICLE XIII

POSTING OF JOBS:

All positions within the Township that become available through vacancy due to retirement, promotions, reclassification, etc. will be posted on the bulletin boards of each Township building. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making applications and said application must be made within five (5) working days of posting. A copy of the posting will be given to the Shop Stewards.

ARTICLE XIV

WORKING UNIFORMS:

Effective January 1, 2016, dispatcher shall receive a uniform and boot allowance of \$850 for each year of this contract. Effective January 1, 2016, Animal Control Officers and Nurses shall receive a uniform and boot allowance of \$800.

2. Commencing January 1, 2017, Construction Inspectors in the construction department shall receive \$800 in annual uniform and boot allowance. However, if a Construction Inspector utilizes the Construction Trust to purchase or replace a uniform or boots, the employee will no longer be eligible to receive the Contractual allowance.

3. Commencing January 1, 2017, Health Inspectors, Assistant Assessors and Assessors Aides and IT Department members shall receive \$800 in annual uniform and boot allowance,

4. Employees who are only required to wear boots shall receive \$250 for each year of the contract,

5. Effective June, 1, 2017, any employee receiving a uniform and/or boot allowance shall be required to wear their uniform daily. Failure to wear appropriate uniforms during regularly scheduled work hours or overtime, excepting emergencies will result in disciplinary action.

The clothing allowance shall be received in two payments, on January 1st and July 31st of each calendar year.

Uniform allowance for new hires shall be prorated relative to the start of the calendar year (January 1st) and the employee's date of hire.

8. Employees may ask the Township Business Administrator for a uniform replacement if they have spent their allowance on new uniforms and their uniform is ruined in the line of work.

ARTICLE XV

UNUSED SICK LEAVE-RETIREMENT

Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS, and have to his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars. This supplemental compensation shall be paid in a lump sum within sixty (60) days after the effective date of retirement, provided however that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employee's intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

With regard to an Employee who dies, if any permanent Employee of the unit shall die and have to his or her credit any earned and unused accumulated sick leave, then the deceased member's estate shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Payment to be made shall be

computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars for an employee hired after September 1, 2014 and twenty thousand (\$20,000.00) dollars for an employee hired prior to September 1, 2014, for a death during the duration of this contract, to be paid to the estate not later than eight (8) months after the death of the employee.

ARTICLE XVI

A. WAGES

ENTRANCE SALARIES shall be as follows:

Level Hiring Rate

- a. For all employees hired in calendar year 2021, the entry level salary will be increased to \$27,300.00. This is effective January 1, 2021.
- b. \$28,000
- c. \$30,000
- d. \$32,000
- e. \$34,000
- f. \$36,000
- g. \$38,000

See Appendix B for Job Classifications.

WAGE INCREASES:

- | | |
|---|-------------------------|
| a. January 1, 2020 to December 31, 2020 | 2.50% on their base pay |
| b. January 1, 2021 to December 31, 2021 | 2.50% on their base pay |
| c. January 1, 2022 to December 31, 2022 | 2.50% on their base pay |
| d. January 1, 2023 to December 31, 2023 | 2.50% on their base pay |

On January 1, 2021 any member of this association employed as of that date and whose annual base salary is less than fifty-five thousand (\$55,000) dollars shall receive a onetime payment of one thousand (\$1,000.00) dollars which will be added to that

employee's base salary after which the wage increase set forth in #1 for the year January 1, 2021 to December 31, 2021 shall be added to their base pay.

Effective January 1, 2021 the base salary for Public Safety Telecommunicators shall be \$34,300.00.

For Public Safety Telecommunicators, effective January 1, 2021, dispatchers with one (1)-two (2) years of service with the Township shall receive a one-time lump sum payment of \$1,500.00. Dispatcher with three (3)-five (5) years of service with the Township shall receive a one-time lump sum payment of \$2,500.00. Dispatchers with six (6)-eight (8) years of service with the Township shall receive a one-time lump sum payment of \$3,500.00. Dispatchers with nine (9) or more years of service with the Township shall receive a one-time lump sum payment of \$6,000.00.

The lump sum payments for January 1, 2021 – December 31, 2021 are in lieu of the annual percentage salary increase for that year only.

B. Employees who have either been promoted to a position not recognized by CWA Local 1032, or any employee who resigns or retires before the signing of this Agreement shall be entitled to retroactivity for the number of months they were actively employed under the CWA Local 1032 Bargaining Agreement.

ARTICLE XVII

TERM OF CONTRACT:

This agreement shall be effective as of January 1, 2020, and shall remain in full force and effect until midnight on December 31, 2023.

ARTICLE XVIII

SEPARABILITY AND SAVINGS:

If any provision of this agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Personnel or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this agreement shall not be affected thereby and shall continue in full force and effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof

ARTICLE XIX

HEALTH AND SAFETY:

The Township agrees that it shall to the best of its ability, provide a safe and healthy workplace for its employees in compliance with all applicable Federal and State laws and regulations. Employees are required to take all steps required and within the employee's control to maintain a safe and healthy workplace.

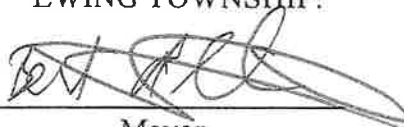
ARTICLE XX

PROVISIONS AFFECTING ONLY EMPLOYEES IN PUBLIC SAFETY
TELECOMMUNICATOR TITLES ARE IDENTIFIED IN APPENDIX A:

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date
and year first herein above written.

WITNESS

EWING TOWNSHIP:



Mayor

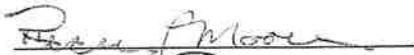
Agreement Authorizing the Township of Ewing ("Township") to Enter a New Collective Bargaining Agreement With The CWA Local 1032 ("CWA") Beginning January 1, 2020 And Ending December 31, 2023.

CWA 1032

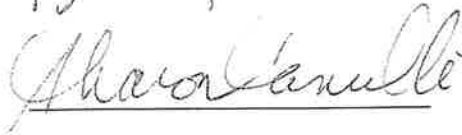
Ewing Township


CWA STAFF REP


Rachel Evans


Rose Moore


Kristi Pule

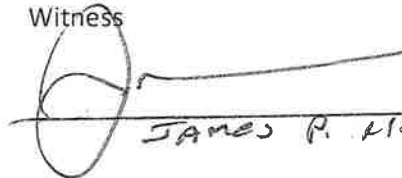

Sharon Anulli


Bert H. Stenmark
MAYOR

Dated

10/6/2021

Witness


James P. McManis

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Ewing Township County: Mercer
 2 Employee Organization: CWA-Local 1032 Number of Employees in Unit: 47
 3 Base Year Contract Term: 4 years New Contract Term: 4 Years

SECTION II: Type of Contract Settlement (please check only one)

- 4 ☒ Contract settled without neutral assistance
 5 ☐ Contract settled with assistance of mediator
 6 ☐ Contract settled with assistance of fact-finder
 7 ☐ Contract settled with assistance of super-conciliator
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes ☐ No ☐

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 2,084,585
 10 Longevity Costs in Base Year \$ 0
 11 Total Salary Base \$ 2,084,585

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	
13 Cost of Salary Increments (\$)	<u>52,115</u>	<u>53,418</u>	<u>54,753</u>	<u>56,122</u>	
14 Salary Increase Above Increments (\$)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
15 Longevity Increase (\$)					
16 Total \$ Increase (sum of lines 13-15)	<u>52,115</u>	<u>53,418</u>	<u>54,753</u>	<u>56,122</u>	
17 New Salary Base (\$)	<u>2,136,700</u>	<u>2,190,117</u>	<u>2,244,870</u>	<u>2,300,992</u>	
18 Percentage increase over prior year	<u>2.5</u> %	<u>2.5</u> %	<u>2.5</u> %	<u>2.5</u> %	

*If contract duration is longer than five years, please add an additional page.

Employer: Ewing TownshipEmployee Organization: CWA - Local 1032

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SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19 Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
Vacation Days Sell Back	45,815	1,145	1,174	1,203	1,233	
20 Totals(\$):						

*If contract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs

	Base Year	Year 1
21 Health Plan Cost	\$ 695,602	\$ 709,514
22 Prescription Plan Cost	\$ 175,904	\$ 172,386
23 Dental Plan Cost	\$ 56,400	\$ 56,400
24 Vision Plan Cost	\$ N/A	\$ N/A
25 Total Cost of Insurance	\$ 924,388	\$ 938,300
26 Employee Insurance Contributions	\$ 32,530	\$ 75,775
27 Employee Contributions as % of Total Insurance Cost	4 %	8 %

Employer: Ewing Township

Employee Organization: CWA - Local 1032

Page 3

Section VI: Medical Costs (continued)

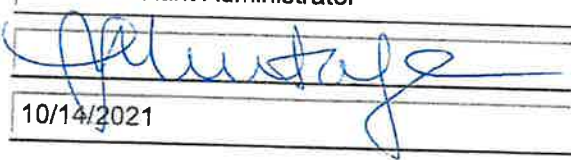
28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Joanna K. Mustafa

Position/Title: CFO/Assistant Administrator

Signature: 

Date: 10/14/2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016