

THE COMMUNICATIONS
WORKERS OF AMERICA
LOCAL 1040/ AFL-CIO

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SETTLEMENT AGREEMENT

AND

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THE TOWNSHIP OF RARITAN

The parties hereto agree to settle this matter in accordance with the following terms:

1. In lieu of a hearing, Antoine Hajjar agrees to resign in good standing from employment with the Township of Raritan. For purposes of the Final Notice of Disciplinary Action, the parties agree that the Township shall withdraw the Termination Action. Employee shall remain employed by the Township until the Resignation date of July 11, 2022.

2. The parties hereto stipulate that this Agreement shall fully dispose of all issues in controversy between them regarding this matter.

3. CWA and Mr. Hajjar will not receive any benefits, fees, costs, or any other monetary relief because of this settlement, with the following exception: as per the Agreement between Raritan Township and the CWA Local 1040 dated January 1, 2020 through December 31, 2024, Mr. Hajjar will receive a final check in the amount of \$53,254.72 for the amount due for accumulated time, which includes unused prorated vacation, sick, personal, and compensatory time, and a floating holiday.

4. The Township of Raritan will ensure that the personnel file and all corresponding records will reflect that Mr. Hajjar resigned from employment, effective July 11, 2022.

5. This Settlement Agreement shall not constitute a precedent in any other matter involving another employee.

6. CWA and Mr. Hajjar waive all claims, suits or actions, whether known, unknown, vested or contingent, civil, criminal or administrative, in law or equity against the Township of Raritan, their employees, agents, or assigns, including but not limited to those which have been or could have been made or prosecuted on account of any conduct of any party occurring at any time with respect to the events, information or disputes giving rise to this action up to the

date of this agreement, including but not limited to all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Leave Act, the Family and Medical Leave Act, the New Jersey Law Against Discrimination, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, Title 11 A the Civil Service Act, the Older Workers Benefits Protection Act, the Occupational Safety and Health Act, the Public Employee Occupational Safety and Health Act, the New Jersey Smoking Act, New Jersey wages and hours law, public works statutes, unemployment compensation laws, disability benefits laws, the United States Constitution, the New Jersey Constitution, any workers compensation or common law claims, and any contract express or implied. This waiver includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Settlement Agreement and bars the use in any way of any past action or practice in any subsequent claim, except pending workers compensation claims.

7. Mr. Hajjar agrees that he will not disparage the Township of Raritan or any of its agents, directors, members, or employees. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about the Township of Raritan. In the event the Township asserts a breach of this paragraph, and a court of competent jurisdiction finds that a breach occurred, Mr. Hajjar will pay \$5000 in liquidated damages to the Township together with the reasonable attorneys' fees associated with the proceeding in a court of competent jurisdiction. The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Township refusing to enter into this Agreement.

8. All internal records of the Township of Raritan will be kept intact. Nothing herein shall preclude the Township of Raritan from releasing information in this matter to anyone who has a release properly executed or a warrant, subpoena, court order, or any other statutory obligation consistent with the law. Any information regarding the underlying charges will be provided to the Public Employees' Retirement System pursuant to N.J.S.A. 43: 1-3.3 as amended effective April 14, 2007.

9. Nothing in this Settlement Agreement shall be deemed to be an admission of liability on behalf of either party.

Authorization has been given by the Communications Workers of America and the Township of Raritan to agree to this settlement. The parties have read the Settlement Agreement and freely and voluntarily agree to its provisions.

10. If any provision of this Settlement Agreement is deemed unenforceable as a matter of law, the remainder of this Settlement Agreement shall be deemed enforceable.

11. Neither party or any of either party's employees, agents, officers, directors, or members shall disclose to any third party the terms of this Settlement Agreement.

Dated: 7/26/2022

Antoine Hajjar

Appellant

Dated:

8/2/22

Sheneé Wilder

CWA Representative

Dated:

[Signature]

Township of Raritan Representative

CERTIFICATION

I, Antoine Hajjar hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge that my representative questioned my acceptance of the terms of this Agreement. I am satisfied with my representation, and I enter into this Agreement voluntarily.

It is also my understanding that this Settlement Agreement will terminate all claims and further appeal against the Township of Raritan.

Dated: 7/26/2022

Antoine Hajjar

Antoine Hajjar