AGREEMENT

— between —

The Township of Hopewell

— and —

Communications Workers of America

AFL-CIO

Communications Workers of America Local 1036

White Collar Unit

January 1, 2010 through December 31, 2015

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PREAMBLE

This Agreement is entered into this ____ day of ____ 2014 between the Township of Hopewell, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or "Employer," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantee for the health, safety and welfare. Unresolved disputes between the Employer and the Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The Employer and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiation and establishing procedures to provide for the protection of the rights of the Employer, the employees, and the Union, and to insure to the public orderly and uninterrupted service.

1. DEFINITIONS

1.A. "Days": any reference to "days" in this Agreement shall mean working days.

1.B. "Terms and Conditions of Employment": negotiable items pertaining to working conditions including but not limited to health benefits, hours of work, salary and compensation and other working conditions governed by federal and state law.

1.C. "Probationary":

1. New hires shall be probationary for the first six (6) months of employment during which time they may separate from Township service at any time.
2. Regular employees shall be probationary for sixty (60) days following promotion to a higher job classification.

1.D. "Regular": full-time employees who have successfully completed the requisite probationary period.

1.E. "Full-time": employees whose regular hours of work are at least thirty-five (35) hours per week and eligible for full benefits.

1.F. "Part-time": employees whose regular hours of work are less than thirty-five (35) hours per week and eligible for partial or pro-rated benefits as outlined in this Agreement.

1.G. "Compensatory Time": leave time accrued on an hour-for hour basis for time worked between thirty-five (35) and forty (40) hours per week.

1.H. "Overtime": paid time accrued on a time-and-a-half basis for time worked over forty (40) hours per week; or for time that an employee is responding to a work-related call; or for time worked during a scheduled Court session extending beyond regular working hours.

1.I. "Seniority": length of service with the Township beginning with employee's most recent date of hire to current date. Seniority does accrue during leaves of absence with pay but does not accrue during leaves of absence without pay. "Departmental seniority" shall be the length of service in a specific Department; considered in promotions or in resolving conflicts in scheduling requests for leave.

2. RECOGNITION

2.A. The Township recognizes the Union as the sole and exclusive collective negotiating agent for all part-time and regular full-time white-collar employees including but not limited to clerical employees and licensed professionals but excluding supervisory and management employees, probationary, blue collar, and seasonal employees, and laborers.

2.B. Collective bargaining with respect to the rights and duties of the Township and the Union, the resolution of legitimate grievances, rates of pay, hours of work, and all other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the laws of the State of New Jersey.

2.C. Unless otherwise designated, the Township Administrator and the President of the Union shall be the respective bargaining agents for the parties.

3. MANAGEMENT RIGHTS

3.A. The Township hereby retains and reserves 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. Further, all rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein are reserved to and remain vested in the Township. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under 40:1-1 et.seq. or any other national, state, county or local laws or regulations.

3.B. The Employer reserves the right to manage and conduct Township affairs efficiently and economically and in such manner as it sees fit, including but not limited to:

1. The right to hire all employees, whether permanent, temporary or seasonal, and to promote, transfer, or assign employees.
2. The right to adopt, revise and enforce working rules, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed at any particular time and to be in sole charge of the quality and quantity of work required. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representatives before they are established.
3. The right to subcontract work and services and delete and discontinue any services, materials or methods of operation.
4. The right to set rates of pay for temporary or seasonal employees.
5. The right to discipline and discharge employees for cause.
6. The right to suspend, demote or layoff employees.
7. The right to introduce new equipment, safety methods, machinery or processes, change or eliminate existing equipment, and institute

technological changes, decide on materials, supplies, equipment and tools to be purchased.

8. The right to determine the number, location and type of facilities and installations.
9. The right to determine the size of the work force and increase or decrease its size.
10. The right to permit employees not included in a bargaining unit to perform bargaining unit work only when no other trained or qualified bargaining unit employee is available when, in the opinion of the management, this is necessary for the conduct of municipal services.
11. The right to direct the work force, assign work and determine the number of employees assigned to operations.
12. The right to establish, change, combine or discontinue job classification and prescribe and assign job duties, content and classification, and to establish wage rates after negotiations with the majority representative for any new or changed classifications.
13. The right to determine how weekly hours are worked.
14. The right to determine the qualifications and competency of employees to perform available work.
15. The right to carry out cost and general improvement programs.
16. The right to establish reasonable, standardized testing procedures for all job classifications.

3.C. In the exercise of the foregoing powers, rights authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

3.D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

3.E. Except as otherwise provided in this Agreement, the authority of the Township to exercise any inherent managerial right shall not be arbitrable.

3.F. The above list of specific rights in this Article is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Employer in the past.

3.G. The Township retains all rights not expressly granted in this Agreement to the Union, or bargaining unit employees, and shall not be subject to any duties not expressly assumed by it in this Agreement.

4. NON-DISCRIMINATION

4.A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, color, creed, national origin, marital status, sex, affectional or sexual preference, atypical hereditary cellular or blood trait, genetic information, mental or physical disability, including perceived disability and AIDS and HIV status, liability for military service, political affiliation or union activity, promotions, or service with the Township.

4.B. The Township and the Union agree that there shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

4.C. Complaints of harassment or workplace violence shall be handled in accordance with Township policy.

4.D. Unless otherwise provided herein, the masculine pronoun shall import the feminine; the singular number shall import the plural; and vice versa, as applicable.

5. STRIKES OR WORK STOPPAGES

5.A. During the life of this Agreement, the Union pledges that there shall be no strikes, walkouts, stoppages of work, sit-downs, slowdowns, boycotts, or any other direct interference with the Employer's operation or any violations of law.

5.B. In the event of any breach of this clause, the Employer shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief, without regard to and without having to invoke, proceed under or abide by any provisions or arbitration as hereinafter provided.

5.C. In consideration of the preceding, the Employer agrees not to lock out any employee covered by this Agreement.

6. UNION RIGHTS and ACCESS

6.A. The Union shall have access to the premises of the Township to investigate grievances, for membership meetings, or for other purposes relating to the Union as exclusive representative. This right shall be exercised reasonably and in a way that does not interfere with Township operations or disrupt the employees.

6.B. Employees shall be permitted use of telephones, interoffice mail for communication with the Union on a reasonable basis provided that such communication does not interfere with Township operations. This communication shall be limited to non-working time (before or after work, or during breaks) or with permission of the Administrator or Administrative Assistant.

6.C. The Union may designate Stewards and Activists whose names shall be furnished to the Township Administrator in writing by the Union. The Township will recognize Stewards in all matters relating to the interpretation of this Agreement, and the same responsibilities and rights will be conferred upon Activists in their role as surrogate Stewards. Stewards and Activists will be required to perform normal work duties and any duties in relationship to the Union shall be confined to non-working time. If the Township schedules a meeting with Stewards or Activists during normal work hours, they shall not lose any pay for the time spent in the meeting.

6.D. Upon prior notice and approval by the Administrator, a designated Steward may be permitted reasonable time to prepare or assist the Union Staff Representative during normal working hours to prepare grievances or conduct other union business related to internal personnel matters. The Steward will not suffer loss of pay for time so spent where he has obtained the prior approval of the Township Administrator as provided above.

6.E. The Union shall notify the Township Administrator annually in writing of the names of all officers elected by the membership of the Union.

6.F. Any meetings held between representatives of the Township and the Union shall be held at places and times convenient to both parties.

6.G. The Employer agrees to submit to the Union a list of all employees covered by this Agreement, including name, department, title, salary, and home address information at least twice each year.

6.H. A bulletin board or section thereof will be provided in the lunchroom or other common area of each location for posting of Union information. Union information will not be posted on the Township public bulletin boards.

7. DUES CHECK-OFF

7A. The Township hereby agrees to deduct dues for Union membership each payroll period from the salaries of employees covered by this Agreement. Dues deductions shall begin as soon as possible after receipt. Remittance of said monies, together with records regarding any corrections, shall be transmitted to the Secretary-Treasurer of the Union at Communications Workers of America Local 1036 1 Lower Ferry Road, West Trenton NJ 08628, by the end of the next month following the previous monthly pay periods in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change. The amounts to be deducted shall be certified to the Township by the Union.

7B. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by NJSA 34:13A-5.5 through 34:13A-5.8.

7C. The Union shall provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the Township Administrator's office. In addition, the Union may supply information packets to the Township concerning Union membership and representation, which the Township shall distribute to new employees at the same time the employees are required to fill out initial personnel forms. If the employee

completes the authorization card, the Township will forward the card to the Union by mail.

7D. The Union indemnifies, defends and saves the Township harmless against any and all claims, demands suits or other forms of liability that may rise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under all sections of this Article.

8. HOURS of WORK

8.A. The normal hours for regular full-time employees shall be thirty-five (35) hours per week and seven (7) hours per day for all employees, with the exception of:

1. Employees in the Department of Public Works who shall work forty (40) hours per week.
2. Licensed staff in the Municipal Construction Department
3. Other staff who have reached a mutually agreeable arrangement with the Township Administrator or their Department Head with the Administrator's approval
4. For purposes of calculating compensatory time and overtime, workweeks for employees in 8.A.2 and 8.A.3 above will be calculated based on exceeding thirty-five (35) hours. Calculation of overtime for DPW employees shall be based on a forty (40) hour workweek.

8.B. The normal workday shall include a one (1) hour unpaid lunch period for 35-hour employees and one-half hour (½) unpaid lunch period for 40-hour employees. Employees are entitled to one 15 minute break in the a.m. and one 15 minute break in the p.m. work period or as approved by the Department supervisor. Unused lunch periods or breaks shall not be considered compensatory time. If the employee is required to work through lunch at the request of his/her supervisor, the employee shall receive compensatory time or shall be allowed to take the lunch period at a different time in the same day.

8.C. If work is terminated as a result of inclement weather, employees scheduled to work their regular hours shall not suffer any loss of pay or be charged use of benefit time. Employees are responsible for charging leave time for scheduled working hours between their regular starting and the time offices are closed.

9. COMPENSATORY TIME

9.A. Definition: Compensatory time shall be defined as leave time accrued for time worked between thirty-five (35) and forty (40) hours per week. It shall be accrued on an hour-for-hour basis. Holidays, vacation leave, sick leave, and personal leave shall count towards weekly hourly totals as hours worked for purposes of compensatory time calculation.

9.B. All compensatory time must be approved by the Department Head or designee prior to accrual.

9.C. Thirty-five hour employees shall accrue compensatory time for all hours worked between thirty-five (35) and forty (40) hours each week.

9.D. Employees may accrue a balance of up to thirty-five (35) hours of compensatory time during any calendar year pursuant to 9.B above. Compensatory time in excess of thirty-five (35) hours per calendar year can only be accrued with the written consent of the Township Administrator.

9.E. Compensatory time earned between January and December of each year must be used within the calendar year in which it is earned. Up to 21 hours of accrued compensatory time hours unused as of December 31 of any year shall be converted to cash payment at the employee's rate as of December 31. Cash payment will be tendered to the employee as soon as possible after December 31, but no later than January 31 of the following year. All existing compensatory time balances prior to the date of signature of this Agreement shall be used during the term of this Agreement.

9.F. All accrued but unused compensatory time will be paid to an employee, at his/her then current rate of pay, upon termination of service with the Township.

10. OVERTIME

10.A. Definition: Overtime shall be defined as the following:

1. Time worked over forty (40) hours per week
2. All time that an employee is responding to a work-related call. Time must be reflected on timesheet and timesheets must be approved by the Department Head.
3. Time worked during a scheduled Court session extending beyond regular working hours.

10.B. All overtime must be approved by the Township Administrator or designee prior to accrual.

10.C. Overtime pay at one-and-one-half (1½) times the regular rate of pay shall be accrued for all hours worked over forty (40) each week. Holidays, vacation leave, sick leave, and personal leave shall count towards weekly hourly totals as hours worked for purposes of overtime calculation.

10.D. In the event an employee is called back to work while on vacation, the employee shall be paid one and one-half (1-1/2) times the regular rate per hour and shall not be charged vacation time.

10.E. The Department Head or designee will make every effort to distribute overtime as equally as possible among bargaining unit employees who normally perform the work and are available. It is understood that nothing in this clause shall require payment for overtime hours not worked.

10.F. When the Animal Control Officer is called to work outside his/her normal working hours he/she shall receive a minimum of four (4) hours pay at his/her overtime rate, or the overtime actually worked, whichever is greater. The employee will have the right to select time off or cash overtime payment.

11. SICK LEAVE

11.A. Each regular full-time employee shall begin to accrue sick leave beginning with the month next following the date an employee enters Township service and may earn up to twelve (12) sick days per year. Sick leave shall be earned on the basis of one (1) working day per month up to the maximum of twelve (12) days per calendar year. Part-time regular employees working at least twenty-five (25) hours per week will accrue sick leave on a pro-rated basis to the nearest half day.

11.B. Sick leave days shall continue to accrue while an employee is on any leave with pay. Sick leave shall not accrue while an employee is on any leave without pay.

11.C. Each regular full-time employee shall have any unused sick leave days accumulated. Accumulated sick leave shall be reduced by one (1) day for each working day of approved absence due to illness. Employees shall be given a written accounting of accumulated sick leave days on or about February 1st of each year. Employees are responsible for verifying the leave usage records kept by the Finance Department.

11.D. Accumulated sick leave may be taken in minimum increments of thirty (30) minutes. Usage of sick leave more than accumulated is subject to the approval of the Department Head. Such usage of anticipated sick leave must be noted on the employee's Leave Request Form and be approved by the Department Head. Upon consultation of with the Administrator, the Department Head may deny a request if there is a pattern of excessive sick leave usage and/or the employee has exhausted sick leave and has requested a leave without pay in the last three (3) years. If an employee leaves the Township service for any reason whatsoever before he/she has earned the excess amount taken, he/she shall reimburse the Township for unearned portion which portion shall be deducted from his/her final paycheck.

11.E. Employees may use accumulated sick leave to care for immediate family members in accordance with the provisions of this section. Immediate family is defined as spouse, domestic partner, sibling, children, stepchildren, parent-in-law, stepparents, parents, grandparents.

11.F. The Township reserves the right to require a doctor's medical certificate to verify the employee's illness in cases of suspected abuse of sick leave. The Township reserves the right to appoint a physician or physicians for the purpose of obtaining an independent determination as to whether the employee is suffering from a bona fide illness or is able to return to work. A "Return to Work" certificate from the Township Physician may be required in cases of (1) exposure to contagious disease, (2) an injury, or (3) certain illnesses or conditions (i.e. major operation, mental disability, etc.). If the Township requests that an employee obtain a "return to work" certificate, such will be considered a work order with which employees must comply. The Township shall reimburse the employee for any medical expenses incurred in obtaining of such certificate from their physician. Alternatively, the Township can require the employee to obtain a return-to-work certificate from the Township physician at the Township's expense. In such cases, the Township will make every effort to respect the employee's privacy and will notify the Union of suspected abuse prior to discipline. Medical documentation will be kept confidential with access restricted to the Administrator's office, Personnel Department staff, and the affected employee.

11.G. To receive compensation for sick leave an employee must notify his or her Department Head or designee prior to the scheduled starting time of the day in question.

11.H. If an employee is absent from work due to illness or injury, either the day prior to or the day after a holiday, a doctor's excuse may be required upon his return to work when the Township suspects abuse of the sick leave privileges. If such

certificate is not presented, the employee will not receive pay for either the sick day or the holiday.

11.I. An employee taken ill on authorized vacation leave may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on vacation.

11.J. Upon retirement an employee will receive payment for fifty (50%) percent of the accumulated sick leave based on the annual record he/she receives each year by February 1st or $15,000 whichever is less. The payment shall be based on the employee's current hourly rate of pay at retirement. This benefit will be available only to Township employees eligible to retire with benefits under the provisions of the Public Employees Retirement System and shall not apply to employees who retire prior to that time for any reason. Should an employee be eligible for retirement die while still in the service of the Township, this benefit will be paid to his/her estate.

11.K. Requests for sick leave shall not be unreasonably denied.

1. An employee may take an extended period of sick leave to care for a member of his/her immediate family who is suffering from a catastrophic health condition or serious injury which is expected to require prolonged medical treatment and serious disability under the following conditions:
    a. The employee has more than 30 days of accumulated sick leave.
    b. Employee does not use more than sixty (60) days of this extended leave per calendar year.
    c. Employee provides a report from the family member's attending physician which details, to the satisfaction of the Township Administrator, the nature of the illness or injury and that it is catastrophic or seriously disabling.

d. A Leave Request Form is approved by both the Department Head and the Township Administrator.

12. BEREAVEMENT LEAVE

12.A. Each regular full-time employee shall be permitted up to three (3) consecutive work days with pay for purposes of attending to the arrangement of a funeral and/or attendance at the funeral of the employee's immediate family member.

12.B. The term immediate family shall include the following: spouse, domestic partner, sibling, children, stepchildren, grandchildren, step-grandchildren, parent-in-law, stepparents, parents, grandparents, and step-grandparents.

12.C. It is intended that the above payment be made for such period only that the employee would actually have been working so that an employee will either receive the death benefits hereunder or holiday pay, military pay, jury duty pay, or disability benefits as the case may be, but not both.

12.D. When a death occurs to a full-time employee's relative, not considered as immediate family, the Township Administrator may grant, upon request, time off without pay or the use of available personal leave.

13. INJURY LEAVE

13.A. Each regular full-time employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

13.B. In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned twelve (12) month period, the employee shall endorse said draft payable to the Township of Hopewell solely and is to tender said draft to the Treasurer of the Township. Said tender of draft to the Township will be in way of reimbursement toward payment of the injured employee's full salary during the course of the twelve (12) month period. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) month period because of an injury arising out of and in the course of his employment.

13.C. After twelve (12) months from the date of the injury, the employee must then use any accumulated sick leave for any time beyond the twelve (12) months, but shall use the same on the basis of one-half day of accumulated sick leave for each day of absence beyond the twelve (12) months.

13.D. Sick leave and other leave shall continue to accrue during the periods in which an employee is receiving workers' compensation benefits.

14. LEAVES OF ABSENCE

14.A. A leave of absence without pay may be granted at the discretion of the Township Administrator. Such leave is intended for extended, long-term illness, or education and shall be applied for after all other leave time has been exhausted. Such leave is not intended to extend vacation time or sick leave on a day-by-day basis, or personal leave. Such leave shall not hinder the proper and efficient operation of the Township. Any Township paid medical benefits will terminate the first of the month after thirty (30) consecutive calendar days of any unpaid leave of absence. Upon termination of these benefits, the employee will be eligible to participate in the Township's group insurance plan in accordance with the provisions of COBRA.

14.B. An employee returning from an authorized leave of absence as set forth above will be restored to his/her original classification at the then appropriate rate of pay, with no loss of seniority, provided, however, that sick leave, vacation leave and seniority credits shall not accrue for the period of time involving the leave of absence without pay.

14.C. Employees shall be entitled to leaves of absence for family matters as required by Federal and State Law.

15. JURY DUTY AND WITNESS LEAVE

15.A. A regular full-time employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Department Head or Township Administrator immediately of the requirement for this leave and subsequently furnish evidence that the jury duty was performed. Any employee called for jury duty shall be required to return to work when not actively serving on a jury, or when released prior to 12:00 p.m.

15.B. When a regular full-time employee is a party to litigation in a matter unrelated to employment with the Township, time off without pay shall be granted if the employee is called to appear as a witness during the scheduled work shift, or the employee may use any accrued vacation or personal time at his discretion. The employee shall notify the Department Head or Township Administrator immediately of the requirement for this witness leave, and subsequently furnish evidence of attendance as a witness.

16. MILITARY LEAVE

16.A. The Township agrees to recognize and abide by all applicable statutes, regulations and orders with regard to employees affected by national defense and military leaves. Any employee requesting military leave must provide the Township with a copy of the military orders.

16.B. An employee shall be granted a leave of absence identical to the inforce federal, state, county, municipal law or regulation, or executive order of the Governor to complete his military obligation. The Township shall comply with state and federal laws in compensating affected employees beyond their military pay and reserves the right to provide remuneration beyond what is required by law.

16.C. When an employee not on probation has been called to active duty or inducted into the military or naval sources of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. Pension benefits shall be continued in accordance with the regulations of the PERS. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he she has not voluntarily extended the length of his/her military service.

16.D. The Township shall continue to provide medical insurance benefits for six (6) months following induction into active duty.

17. PERSONAL DAYS

17.A. Each regular full-time employee shall be entitled to three (3) personal days of absence with pay in each calendar year. During the first calendar year of employment, personal leave shall be earned at one (1) day for each four (4) months worked. Personal leave may be taken at the discretion of the employee with the approval of the Department Head or designee.

17.B. Unused personal days shall, at the end of the calendar year, be credited as accumulated sick leave.

17.C. Requests for personal leave must be approved by the Department Head or his/her designee except in the case of a bona fide emergency. Personal leave may only be taken in minimum increments of thirty (30) minutes.

17.D. The Union recognizes that, in order for the Township to maintain effective operations, it reserves the right to balance personal leave requests by multiple employees on any given day. In the case where requests for the same day(s) off are received on the same day, the more senior person will receive preference.

17.E. Any unused personal days shall be added to the employee's accumulated sick leave at year's end. Employees shall not be paid for any unused personal leave upon termination or retirement.

18. HOLIDAYS

18.A. Regular full-time employees shall be entitled to the following paid holidays during each calendar year:

- New Year's Day
- Martin Luther King's
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas or Floating Holiday

18.B. In the event a holiday falls on a Saturday, then the preceding Friday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

18.C. In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized.

18.D. Regular full-time employees required to work on the observance of any designated holiday shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for the hours actually worked in addition to seven (7) hours holiday pay for all non-DPW employees and eight (8) hours for DPW employees, provided the employee works the scheduled work day before and the scheduled work day after the holiday. The paid holiday shall be included in the calculation of regular hours worked during the week, and shall be considered to have been granted as a paid holiday.

19. PROBATIONARY PERIOD

19.A. New-hire probationary period: All individuals employed as full-time employees of the Township shall be considered probationary employees for the first six (6) months of work. During this period, the employee may be discharged at any time with or without cause. Upon successful completion of the probationary period, the employee shall accrue regular career seniority retroactive to the date of hire.

19.B. Promotional probationary period: Employees will serve a sixty (60) day probationary period upon promotion to a higher title classification, during which time regular career seniority will continue to accrue. Upon satisfactory completion of the probationary period, the employee will become regular in the new title and retain all rights associated with the position as provided by law. The employee's regular seniority, sick leave, personal leave and vacation leave shall continue to accrue during this probationary period.

1. The promoted employee shall meet with his supervisor initially to discuss goals, objectives and performance measures. Performance measures will be mutually agreed upon.

2. A one-month performance review will be held in which the employee will receive guidance as to whether they are performing the new duties satisfactorily.

3. If the employee and Department Head believe that additional time is required to complete the training in the position, they may agree to extend the probationary period another sixty days. The Department Head shall notify the Administrator and the Union in writing of this agreement.

4. If performance is unsatisfactory at the conclusion of the probationary period, the employee shall be demoted back to their previously held title and salary. This demotion will not result in bumping to any employee holding the lower-level title, whether probationary or regular. The Township may seek new internal candidates for the promotional opportunity.

20. HEALTH INSURANCE

20.A. The parties agree that Chapter 78 contributions will be implemented on January 1st of 2013, 2014, 2015 and 2016 as required under the law.

20.B. All full-time employees shall receive medical, hospitalization and prescription coverage provided through the employer including the employee's choice of a Blue Cross-Blue Shield PPO plan or an HMO plan, dental, prescription, and vision care benefits for the duration of this Agreement. The Township shall pay the full premium for each full-time employee, and where appropriate, for dependent insurance coverage. The Township will provide copies of brochures explaining the insurance benefits to each employee.

20.C. The Township will provide for each regular full-time employee fully paid medical insurance, including prescription drug plan with $5/$10 retail store co-pay (generic/brand-name) and with $3/$3 mail order co-pay (generic/brand-name). Office visit co-pays shall be $10 for employees in the HMO plan and $10 for employees in the PPO plan.

20.D. All full-time employees participating in the medical insurance program may elect to waive all medical insurance coverage.

1. Unless otherwise set forth by applicable law, an Employee who is eligible for health care coverage and elects to waive the coverage by the Township, shall receive an annual amount (to be paid on per pay basis) which shall not exceed 25% or $5,000, whichever is less, of the amount saved by the Township (N.J.S.A. 40A 10-17.1). An employee who waives coverage shall be permitted to resume coverage under the terms and conditions as applied to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce.

2. Full-time employees electing to waive health care coverage benefits shall only be permitted to re-enroll in said coverages during an open enrollment period. The coverage shall be effective January 1 of the following year. In cases of re-enrollment due to lifestyle change (marriage, birth of child), coverage is effective upon notification.

20.E. The Township reserves the right to change health insurance benefits carriers at its discretion provided any such change will provide equivalent or better coverage for bargaining unit employees. The Township shall notify the Union forty-five (45) days in advance of any potential change to health insurance carriers.

20.F. There will be no reductions in benefits or increases in coinsurance, co-payments or deductibles paid by employees absent mutual agreement between the Township and Union during the term of this agreement.

21. LIFE INSURANCE

21.A. Life Insurance and Accidental Death Insurance coverage will be provided to employees at 1 ½ times the employee's base salary through PERS and another 1 ½ times base salary through a separate policy procured by the Township.

21.B. NOTE: The employee contributes the premium for another 1 ½ times base salary in coverage the first year of membership in PERS. At this point, the employee is insured for 4 ½ times base salary. After the first year, the employee may elect not to participate in the PERS life insurance. If the employee elects not to participate in the PERS insurance, then between the Township share of the PERS and the separate Township policy, the employee will be covered for 3 times base salary.

22. GRIEVANCE PROCEDURE

22.A. A grievance shall be defined as:

1. Contractual grievance - a complaint or dispute by an employee or the Union claiming violation, inequitable, improper or unjust application, or interpretation of this Agreement, or:

2. Non-contractual grievance - a complaint or dispute claiming violation of general practices, existing policies or laws which establish terms and conditions of employment in effect in the Township of Hopewell.

22.B. The Township and the Union agree to attempt to resolve disputes and complaints at the lowest possible level and to problem-solve proactively to prevent grievances. To this end, either the Union or the Employer may request an informal meeting to discuss the dispute prior to implementation of the grievance procedure below.

22.C. The following procedure shall be the sole and exclusive means of settling grievances.

1. Step 1 (Informal): The employee, either verbally or in writing through his/her Union representative, shall take up the grievance with his/her immediate supervisor within five (5) working days of the date of the event giving rise to the grievance or the date the grievant knew or should have known of its occurrence. Failure to act within said five (5) days shall constitute abandonment of the grievance. The grievant and the supervisor shall make an earnest effort to resolve the grievance informally. If they are unable to do so within five (5) days, the grievant may proceed to Step 2.

2. Step 2 (Formal): If the grievance has not been settled at Step 1, it may be presented, in writing, to the Department Head, or his/her designee, within

five (5) working days following the conclusion of Step 1. Failure to present the grievance within the five (5) days shall constitute abandonment of the grievance. The Department Head, or his/her designee, shall respond in writing to the grievant, within ten (10) working days. If the Department Head, or his/her designee, fails to respond within said period or if a satisfactory settlement has not been reached, the grievant may proceed to Step 3.

3. Step 3 (Formal): If the grievance has not been settled in Step 2, it may be presented, in writing, to the Township Administrator within seven (7) working days after response by the Department Head or his/her designee. Failure to present the grievance within the seven (7) day period shall constitute abandonment of the grievance. The Township Administrator shall schedule a meeting of the grievant, Union Representative, and any relevant management representatives to fully discuss the grievance within fifteen (15) working days. The Union may designate any witnesses relevant to the complaint and said witnesses may attend the Step 3 meeting without loss of pay or threat of reprisal. Following this meeting, the Township Administrator shall render a written decision or answer to the grievant with a copy to the Union, within fifteen (15) of his/her working days.

4. The decision of the Township Administrator shall be final in all non-contractual grievances. Contractual grievances may proceed to Step 4 below.

5. Step 4: In the case of contractual grievances, should the grievant be dissatisfied with the Township Administrator's decision, the Union may, upon written notice to the Township Administrator within ten (10) working days from the date of his/her response, or from the date on which it was

due, proceed to arbitration. The decision of the arbitrator shall be final and binding.

22.D. The procedure for selecting an arbitrator shall be as follows:

1. A representative of the Township and the Union will attempt to select a mutually satisfactory arbitrator. If the parties fail to select an arbitrator within ten (10) working days, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first, the Township then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

2. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union.

3. The authority of the arbitrator shall be limited to the issues submitted by the parties. The Arbitrator shall have no authority to render an award inconsistent with the terms of the collective negotiations agreement.

22.E. It is agreed by the Township and the Union that only the designated Staff Representative, Steward, or attorney retained by the Union may represent employees under these grievance procedures.

22.F. Requests for information and documents relevant to the claims in a grievance will be honored by the Union and the Employer, and said information will be provided at least seventy-two (72) hours prior to a scheduled meeting or as agreed to by the parties, provided that requests are rendered at least five (5) working days prior to the hearing.

22.G. A grievance that affects a group of employees may be filed by the Union at Step Two.

22.H. Time extensions may be mutually agreed to by the Township and the Union.

23. EQUIPMENT

23.A. The Township will provide safety equipment which is required by law or which is considered industry standard as approved by the Department Head given the work performed.

23.B. Employees will be required to take care of safety equipment and uniforms provided to them by the Township.

23.C. Safety equipment shall be worn as directed by the Township or its agents as required. Examples include hard hats, gloves, etc.

23.D. The Township shall provide a personal safety equipment reimbursement of up to $100 per year with receipt to employees in certain positions requiring field inspections or other field work as approved by the Department Head.

24. SENIORITY

24.A. Career service seniority is defined as an employee's length of service with the Township beginning with the employee's most recent date of hire but excluding time spent on unpaid leaves of absence.

24.B. Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority under the terms of this Agreement until they have completed the probation period. Once an employee has completed the probation period, seniority reverts to the employee's date of hire and shall accumulate until that employee resigns, is discharged or retires.

24.C. Departmental seniority will be considered in promotions where skills, ability, education, and professional licenses held are equal or where conflicts arise in scheduling vacation requests.

24.D. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, and position classification, and shall furnish copies of same to the Union upon request. The Township also shall quarterly or upon request advise the Union of any change, which necessitates amendments to the seniority list.

25. LAYOFF AND RECALL

25.A. Whenever and to the extent possible, the Township will identify all alternatives to layoff, and will notify the Union of layoff and opportunities to avoid layoffs as far in advance as possible, but no less than ninety (90) days prior to the layoff procedure. Alternatives to layoff include but are not limited to voluntary furlough, unpaid leaves of absence, temporary freeze on promotions and hiring, separation of non-permanent employees, returning probationary employees to their permanent title, reassigning employees, and assisting potentially affected employees in securing other employment, and other cost-saving measures. The Township shall supply the Union with data regarding the layoff and procedures discussed including seniority lists for directly affected employees in advance of layoff.

25.B. The Township agrees that employee layoffs shall be on the basis of total career service seniority as defined above, provided that the remaining employees within a classification are qualified to perform the required work. In the event of a tie in total career service seniority, departmental seniority shall break the tie.

25.C. All regular full-time employees shall be given at least thirty (30) working days written notice prior to any layoff. Permanent full-time employees shall not be laid off prior to any seasonal, temporary or part-time employees. Employees serving within their probationary period in promotional title shall be restored to their previously held title prior to any layoff of regular full-time employees.

25.D. Employees laid off through the above procedures shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills and abilities for the work available. Notice of recall shall be made in writing and sent by certified mail to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall.

25.E. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position and classification

unless such employees on recall refuse to accept such employment. An employee recalled to a position with a lower salary rate than his/her previous position may refuse such position and remain eligible for recall. The recalled employee must report for reinstatement within ten (10) days after notice or as agreed to by the Township. If the employee does not so report, he/she shall have forfeited the right to recall. In all circumstances, recall rights shall be terminated twenty-four (24) months from the date of layoff.

25.F. When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit within the Township and as allowed by state-provided systems (such as unemployment and pension) for computation of future earned benefits, however, the total period of continuous service shall not include the length of the period of the employee's layoff.

25. G. The Township as a responsible and caring employer is committed to continue to avoid the possibility of layoffs of its employees. However, the Township retains, without limitation, all of its managerial rights under law and pursuant to contract including the right to implement reductions in force, demotions and/or furloughs in its sole discretion for reasons of economy and/or efficiency.

26. DISCIPLINE ACTIONS

26.A. Disciplinary action may be taken against any employee when it is believed that the employee is not conforming to the letter or spirit of Township policies and rules; or to specific instructions given to him/her; or has acted improperly, dishonestly, illegally; or has violated any of the rules or regulations.

26.B. The Township and the Union agree to confer prior to disciplinary action regarding the resolution of problems in the hopes of preventing disciplinary action. Discipline shall be progressive in nature and corrective in aim.

26.C. Discipline shall be imposed for just and sufficient cause only. The Township shall bear the burden of proof. Except for criminal acts, disciplinary actions shall not be initiated for undocumented actions occurring more than one (1) year from the date of management's knowledge. This provision is not intended to prohibit either party from presenting evidence of progressive discipline. Documented actions consist of documents signed by the employer and provided to the employee at the time of the action.

26.D. Any employee who is subject to questioning by the Township or its agents, and has reasonable cause to believe that disciplinary action against them may result, is entitled to Union representation from a Staff Representative or Steward during questioning unless this right is waived in writing by the employee. The Township shall ensure that employees in such situations are notified accordingly.

26.E. Depending on the seriousness of the matter, disciplinary action against employees may be in any of the following forms:

1. Written reprimand from supervisor, Department Head or Township Administrator.
2. Suspension from duty without pay by Township Administrator.
3. Separation from the service by Township Administrator.

26.F. Prior to the above disciplinary actions, an employee may receive oral reprimand from his supervisor, Department Head or Township Administrator. All such

reprimands, including oral and written reprimands, shall be documented to the employee's personnel file and copies shall be given to both the employee and the Union.

26.G. The Township will give the Union written notice of the nature of the discipline and the reason for the discipline within no more than five (5) days of notifying the employee. Failure to include any reason in the notice shall not prejudice the right of the Township to impose the discipline or to introduce such reasons during the grievance procedure and in any arbitration which may follow.

26.H. The employee or the Union may appeal the discipline imposed through the grievance procedure outlined in this Agreement. Such grievances will be initiated at Step 2 with the Department Head. If no grievance is filed within the time period specified, then the discipline will be considered upheld and binding upon the employee.

27. PERSONNEL FILES

27.A. A copy of any document, other than routine personnel matters, that is placed in a personnel file shall also be given to the employee.

27.B. Upon written request at least twenty-four (24) hours in advance to the Township Administrator's office, an employee shall be permitted to review and examine the personnel file in the Administrator's office in the presence of an appropriate representative of the Township. Requests from the employee for copies of documents in the file shall be honored.

27.C. An employee may file a written response, of reasonable length, to any matter found in the file, which the employee deems to be derogatory or adverse to that employee.

27.D. With written permission from the employee, a Union representative may review and obtain copies of the employee's personnel file under the above provisions.

28. RESIGNATION

28.A. Any employee who wishes to resign from Township service in good standing shall give his Department Head and the Township Administrator at least two (2) weeks prior written notice of the resignation date. The two weeks notice shall not include earned annual vacation time.

28.B. Any employee who fails to return to his duties within three (3) working days after the expiration date of an authorized leave period without notifying the Department Head may be considered by the Township as job abandonment, and as having resigned without notice and not in good standing, provided that failure to give notice was not caused by unavoidable circumstances.

29. JOB CLASSIFICATIONS

29.A. A system of job classification with appropriate position descriptions is currently utilized by the Township. Copies of position descriptions shall be maintained in the Administrator's office and shall be made available to the Union upon request. The Township will seek input from the Union when creating new titles or determining compensation for new titles.

29.B. The Township and Union recognize that from time to time a valid need arises to assign out of title work to an employee. The parties agree that out of title work should be kept to a minimum as a matter of practice. Should the Employer find it necessary to assign out of title work beyond seventy (70) hours, the parties agree to meet and review the status of the assignment. Should the out of title work continue past seventy (70) hours, the employee shall be compensated for the higher-level work at the appropriate rate for hours actually worked performing the duties of that title retroactive to the beginning of the assignment.

29.C. The Township agrees to notify the Union within ten (10) days in advance of staffing changes such as transfers, shift changes, and the creation or proposed elimination of any bargaining unit position except circumstances where the Township must take the action immediately in accordance with the need to maintain operations. Certain positions may be required to work in multiple offices or departments due to legitimate operational need or emergency, and the Township agrees to discuss these situations with the Union to ensure work is properly assigned. Involuntary job sharing shall be subject to the grievance procedure as a non-contractual grievance.

29.D. The Township will notify the Union of any new positions created or eliminated within the Township.

29. JOB POSTINGS

29.A. The Employer agrees to conspicuously post all Township job vacancies and notice of new jobs in a public location for a reasonable length of time. Postings shall include title, job location, pay rate, qualifications and application procedures. The Township will collect and review applications from interested internal candidates. All interested internal candidates must be available for interviewing and testing within 15 working days of the posting to be interviewed prior to external candidates.

29.B. If an internal applicant is rejected based on his/her qualifications, the Township will notify the applicant of the reasons for rejection before seeking external candidates.

31. PERFORMANCE EVALUATIONS

31.A. The Township is currently and shall administer an employee performance evaluation system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually review performance and the goals and work standards appropriate to the job description, which shall be the basis for measuring the employee's performance during a rating period.

31.B. The required signature of the employee on the annual employee performance evaluation form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee. The employee shall be provided the opportunity to comment on the evaluation in writing.

31.C. It is understood that performance evaluations will not be used in disciplinary actions but disciplinary actions during the review period may be cited.

31.D. The evaluation should be discussed by supervisor and employee when mutually convenient, giving the employee adequate time to review and respond to the evaluation.

31.E. An employee receiving an unsatisfactory performance evaluation may appeal his rating as a non-contractual grievance as outlined in this Agreement.

32. EDUCATION and TRAINING

32.A. The Township reserves the right to require employees to attend work-related courses or seminars. The Township will bear the expense of such courses and seminars including registration, travel expenses, mileage at the inforce IRS rate, per diems and any fees associated with obtaining and maintaining a license related to the training.

32.B. The Township shall pay all costs associated with maintaining certification for employees whose positions require such certification. The Township agrees to provide equal access to all employees to schedule and attend certification classes that are related to or necessary for his/her position or may benefit the Township.

32.C. The Township shall provide regular full-time employees with a Tuition Assistance Program in order to encourage employees to further their education to improve their performance and Township operations. The courses must be approved in writing in advance of registration by the Department Head. A Leave Request Form must be completed by the employee and Department Head and signed by the Township Administrator. The Township shall bear up to 50% of the cost of tuition up to a maximum payment of $500 per employee who obtains a passing grade of "C" of higher, or "Pass" in a pass/fail system. Courses not directly related to the employee's current duties shall be subject to budgetary and administrative approval by the Administrator.

32.D. League of Municipalities Attendance:

1. The Township shall approve employee attendance at the League Convention in accordance with Township policy except meals as described below.
2. Meal reimbursement shall be provided at per diem rates in accordance with Township policy for seminars.

33. PART-TIME EMPLOYEES

33.A. Part-time employees are defined as those employees whose regular hours of work are less than 35-hours per week.

33.B. Part-time employees shall enjoy the benefits below:

1. Part-time employees whose regular hours of work are less than 35-hours per week but equal to or greater than 25-hours are eligible for health insurance benefits, single coverage only. Part-time employees may acquire group health insurance family coverage on a contributory basis.
2. Part-time employees whose regular hours of work are less than 35-hours per week but equal to or greater than 25-hours are eligible for vacation and sick leave accrual on a pro-rated basis based on the number of hours worked per calendar year in proportion to 1820 hours.
3. Part-time employees whose regular hours of work are less than 25-hours per week are not eligible for health insurance benefits, sick leave or vacation leave.
4. Part-time employees shall be included in the NJPERS system according to the criteria established by NJ State Law.

34. LABOR/MANAGEMENT MEETINGS

34.A. It is agreed that representatives of the Township and representatives of the Union may meet from time to time upon request of either party to discuss matters of general interest or concern. The party requesting the meeting shall submit an agenda to the other party at least five (5) days prior to the scheduled meeting. Any such labor/management meeting shall be held at time and places convenient to both parties, and shall not be used to circumvent the grievance procedure. Any employees designated by the Union as relevant to topics of discussion at labor-management meetings shall not suffer loss of pay for their attendance.

35. SEPARABILITY AND SAVING CLAUSE

35.A. If any provision of this Agreement conflicts with applicable laws or statutes or if any provision is subsequently declared by a proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect.

36. NEGOTIATIONS PROCEDURE

36.A. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

36.B. Employees designated by the Union to participate in collective negotiations meetings will be excused from their work assignments without loss of regular pay. The parties agree that no more than three (3) employees designated by the Union may participate in collective negotiations meetings and be excused from their work assignments without loss of regular pay. The parties shall mutually agree to duration and frequency of negotiations sessions.

36.C. Unless otherwise designated by the Township or the Union, the Township Administrator and the President of the Union shall be the respective authorized bargaining agents for the parties.

37. EFFECT OF AGREEMENT

37.A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues for the terms of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

37.B. By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for acceptance by both parties.

38. DURATION

38.A. This Agreement shall be in full force and effective from January 1, 2013 until midnight, December 31, 2015.

38.B. The parties agree that the negotiations for a successor agreement, modifying, amending, or altering the terms or provisions of this Agreement shall commence on or about July 15, 2015. In the event that no successor agreement is completed, ratified and executed before December 31, 2015 the present agreement will continue in full force until said successor agreement has been ratified and executed.

39. COOPERATION

39.A. The Township shall provide a copy of any Policy Handbook updates within 30 days of adoption by the Governing Body to the Union and employees, including a summary of the changes.

39.B. Upon prior request by the Union and approval of the Administrator, the Township shall provide up to a total of three (3) days of paid leave annually for three (3) duly designated stewards to attend training or conferences conducted by the Union. The Township shall release said employees on conference time without loss of pay to attend the training and the Union shall bear all other costs.

40. PRESERVATION OF BENEFITS

40.A. The provisions of any valid and existing Township ordinances or resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides some other benefit.

40.B. The terms of this agreement shall be maintained throughout the life of this Agreement and shall continue until the parties agree to a successor contract.

41. SALARY SCHEDULE

41.A. Across the Board Increases.

1. January 1, 2013
   a. Each employee shall receive a 1.5% across the board salary increase to base pay effective 1/1/13.

2. January 1, 2014
   a. Each employee shall receive a 1.5% across the board salary increase to base pay effective 1/1/14.

3. January 1, 2015
   a. Each employee shall receive a 1.5% across the board salary increase effective 1/1/15.

41.B. Step System: (Appendix A): Employees not at top step in their current pay grade shall go up one step effective July 1, 2013, July 1, 2014, and July 1, 2015 until they reach top step.

41.C. Longevity: All employees shall receive the following longevity benefit effective January 1, 2008:

1. Employees having ten (10) years of completed service through fourteen (14) years of completed service with the Township shall receive $1,000 per year.

2. Employees having fifteen (15) years of completed service through nineteen (19) years of completed service with the Township shall receive $1,500 per year.

3. Employees having twenty (20) or more years of completed service with the Township shall receive $2,000 per year.

The longevity benefit shall be added to base wages payable throughout the year via regular pay periods. Annual pay increases shall be calculated on the base salaries, exclusive of the longevity benefit.

42. RETIREE BENEFITS

42.A. The Township agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

42.B. Upon retirement, an employee shall receive payment for 50% of his accumulated sick leave based upon annual statement received each year, or $15,000 whichever is less. Such payment will be calculated upon the employee's current hourly rate of pay at time of retirement. An employee shall be eligible for this payment only if they are eligible to retire with benefits under the provisions of the Public Employees Retirement System and shall not apply to employees who retire prior to that time for any reason.

42.C. By agreement with the employee, the Township may use the sick leave payout as described above to cover the cost of health insurance coverage for the employee's spouse if the employee retires before age 60.

42.D. Retiree Health Insurance:

1. To qualify for retiree health insurance benefits, the employee must meet one of the following scenarios in subsections (a) through (c) below:

   a At least 60 years of age, with twenty-five (25) years in the pension retirement system and ten years of service with the Township. The Township will continue to provide medical coverage until Medicare becomes primary, at which time only secondary coverage will be offered. The employee may add his/her spouse, if not covered under their own medical benefit plan. The retiree shall pay 50% of the added cost of this coverage to insure his/her spouse.

   b At least 55 years of age, with twenty-five (25) years in the pension retirement system and with twenty-five years of service with the Township of Hopewell. The employee may add his/her spouse, if not covered under their own medical benefit plan. The retiree shall pay 100% of the added cost of this coverage to insure his/her spouse. Once the employee reaches 60 years of age, the Township will cover the cost as in paragraph A above.

c If an employee with twenty-five years in the pension retirement system, twenty-five years of service with the Township and less than 55 years of age wishes to retire, they may continue their current health benefits (single or other) through the Township at their cost. The Township will initially charge the employee's accrued leave that is due and payable to the employee upon retirement for the cost of the benefits. Thereafter payment for the benefits will be due by the first day of the month for the following month's benefit coverage. Once the retiree reaches fifty-five years of age the Township will cover the cost of single health benefits as in paragraph B above.

2. The Township will provide for each retired employee fully paid medical insurance, including prescription drug plan with $10/$10 office visit copay (HMO/PPO), and $5/$10 co-pay (generic/brand-name), and vision care benefits, in effect at the time of his/her retirement under the Public Employees Retirement System (PERS) if the employee is not covered by another plan.

3. The Township will continue to provide medical insurance for the spouse of an eligible retired employee who is not covered by his/her own medical insurance when the employee reaches sixty (60) years of age. The employee will pay 50% of the additional cost to insure his spouse.

4. If the retired employee is less than sixty (60) years of age, he shall pay 100% of the additional cost to insure his/her spouse.

Example:
An employee retires at 56 years of age with 25 years of service to the Township. Single coverage costs $340 per month and husband/wife or family coverage costs $1040 per month.

The Township will provide fully paid health insurance for the employee in retirement. If the employee wishes to insure her spouse, she may do so by paying $700 per month (100% of the additional cost between single coverage and husband/wife coverage rates). When the employee reaches 60 years of

age, she may insure her spouse by paying $350 per month (50% of the additional cost between single coverage and husband/wife coverage rates).

43. VACATION LEAVE

43.A. All regular full-time employees shall be entitled to paid vacation in accordance with the provisions of this Article. An employee's entitlement to earned vacation is based on the number of complete years of employment. A "complete year of employment" is defined as a year in which an employee works a regular schedule for a period of twelve (12) months.

43.B. With the exception of an employee's year of employment, annual vacation leave will be awarded to employees on January 1st of each year in anticipation of them earning their respective leave during the course of the year. Vacation leave will be earned on a monthly pro-rata basis, calculated by dividing the appropriate number of days from the schedule in paragraph 3 below, by twelve (12).

43.C Eligibility

1. During the employee's first year of service, vacation entitlement for a complete calendar year of employment shall be ten (10) days and shall be pro-rated during the year in which he/she is hired according to date of hire as follows:

Month of Hire	% of Full Vacation Earned
January – March	%100
April – June	% 75
July – September	% 50
October – December	% 25

New employees shall be eligible to take annual leave following successful completion of their probationary period.

Through five complete years of service. After one complete year of service, and upon completion of each additional year through five years of service, an employee is eligible to take eleven (11) days of earned vacation each year.

Six through ten complete years of service. After five years of service, and upon completion of each additional year through ten years of service, an employee is eligible to take fourteen (14) days of earned vacation each year.

Eleven through fifteen complete years of service. After ten years of service, and upon completion of each additional year through fifteen years of service, an employee is eligible to take seventeen (17) days of earned vacation each year.

Sixteen through twenty complete years of service. After fifteen years of service, and upon completion of each additional year through twenty years of service, an employee is eligible to take twenty (20) days of earned vacation each year.

Twenty-one or more complete years of service. After twenty years of service, an employee is eligible to take twenty-three (23) days of earned vacation each year.

Employees are eligible for one (1) additional day per year of service up to a max of twenty-five (25) days.

43.D. As an example of the system, assume an employee begins work in April 2000. His/her schedule of vacations for the first five years of service would be the following:

2000	7.5 days (75% of 10)
1/1/2001	10.75 days (25% of 20 + 75% of 11)
1/1/2002	11 days
1/1/2003	11 days
1/1/2004	11 days
1/1/2005	14 days

On 1/1/2010 this employee would be awarded 17 days, and so on through the schedule.

1. In the event an employee is separated from Township service after having utilized unearned vacation leave, the dollar equivalent of such unearned leave shall be deducted from that employee's terminal pay.

2. Vacations for employees in the bargaining unit shall be scheduled by, and approved by, the Department Head or designee, on a first come, first served basis. In the case where requests for the same day(s) off are received on the same day, the more senior person will receive preference. Vacation leave requests may be denied if the operation of the department will be adversely affected.

3. No more than two years accumulation of earned vacation leave may be carried over into the following year.

4. Whenever an employee dies, having to his/her credit any annual vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figures on his/her salary rate at the time of death.

5. An employee who is retiring or who is otherwise separated in good standing shall be entitled to compensation or vacation equal to that which is unused and earned to the date of separation.

Side Letter of Agreement #1: TITLE CHANGES

A. The Township agrees to change the Discovery Clerk from grade 1 to grade 2. Employees shall be placed on the next highest step in the new pay grade.

B. The Township agrees to create the Municipal Housing Liaison title at a Pay Grade 7 / 35 Hour Workweek.

C. The Township agrees to create the Purchasing Assistant title at a Pay Grade 3 / 35 Hour Workweek. The Township will place the employee currently serving in this capacity at a Pay Grade 3 Step 7 effective January 1, 2014.

D. The Township agrees to create the Registrar of Vital Statistics title with interpretive services at a Pay Grade 6 / 35 Hour Workweek. The Township will make this position effective July 1, 2014.

E. The Township agrees to create the Assistant Community Development Coordinator at a Pay Grade 7 / 35 Hour Workweek. The Township will place the employee currently serving in this capacity at a Pay Grade 7 Step 4 effective May 13, 2014.

F. The Township agrees to place the existing Senior Services Coordinator title into the bargaining unit at a Pay Grade 8 / 35 Hour Workweek. The Township will place the employee currently serving in this capacity at a Pay Grade 8 Step 1 effective the signing of the contract.

Side Letter of Agreement #2: CLERICAL MOBILITY and SKILL IMPROVEMENT

A. The Township and Union agree to establish promotional standards for administrative/clerical titles in grades 1, 2, and 3 to create a clear career ladder for advancement based on skill acquisition, training, education, and certifications.

B. The Township and Union shall form a working group comprised of clerical employees, administration, and the Union to create goals, objectives, and career path recommendations no later than July 1, 2011.

Side Letter of Agreement #3: STIPENDS

A. Registrar Stipend – To be paid to the employee performing registrar work under the supervision of Registrar of Vital Statistics, in the amount of $2,000 added to base pay.

B. Recycling Coordinator Stipend – To be paid to the employee performing the work, which is being performed by the Public Works Secretary, in the amount of $2,000 added to base pay.

C. Recreation Stipend – Effective January 1, 2010 employees in the Recreation Department will no longer receive compensatory time off for overtime worked and will receive a stipend in the form of $2,000 added to base pay to compensate them for all overtime worked.

D. Municipal Housing Liaison Stipend – To be paid to the employee performing municipal housing liaison work effective January 1, 2014, in the amount of $2,000 added to base pay.

E. Audio / Visual Stipend – To be paid to the employee performing audio and visual work effective January 1, 2014, in the amount of $100 per week ($5,200 per year) to a maximum of 110 hours per year.

Appendix A: 35-HOUR STEP SYSTEM

Jan. 1, 2013 through Dec. 31, 2013							
	1.5% ATB from 2012						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	30,960.32	32,043.94	33,165.47	34,326.26	35,527.68	36,771.16	38,058.15
2	34,787.32	36,004.88	37,265.04	38,569.33	39,919.25	41,316.43	42,762.50
3	39,087.10	40,455.15	41,871.08	43,336.57	44,853.35	46,423.22	48,048.03
4	43,919.04	45,456.21	47,047.18	48,693.82	50,398.11	52,162.05	53,987.72
5	47,055.08	48,702.00	50,406.57	52,170.81	53,996.78	55,886.67	57,842.71
6	49,785.02	51,527.50	53,330.96	55,197.54	57,129.46	59,128.99	61,198.50
7	55,053.36	56,980.23	58,974.53	61,038.65	63,175.00	65,386.13	67,674.64
8	61,341.20	63,488.14	65,710.23	68,010.09	70,390.43	72,854.10	75,403.99

Jan. 1, 2014 through Dec. 31, 2014							
	1.5% ATB from 2013						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	31,424.73	32,524.59	33,662.95	34,841.16	36,060.59	37,322.72	38,629.02
2	35,309.13	36,544.96	37,824.02	39,147.87	40,518.04	41,936.17	43,403.94
3	39,673.41	41,061.98	42,499.15	43,986.62	45,526.15	47,119.57	48,768.75
4	44,577.83	46,138.05	47,752.89	49,424.23	51,154.08	52,944.48	54,797.53
5	47,760.90	49,432.53	51,162.67	52,953.37	54,806.73	56,724.97	58,710.35
6	50,531.79	52,300.41	54,130.93	56,025.50	57,986.40	60,015.92	62,116.48
7	55,879.16	57,834.94	59,859.15	61,954.23	64,122.63	66,366.92	68,689.76
8	62,261.32	64,440.46	66,695.88	69,030.24	71,446.29	73,946.91	76,535.05

Jan. 1, 2015 through Dec. 31, 2015							
	1.5% ATB from 2014						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	31,896.10	33,012.46	34,167.90	35,363.78	36,601.50	37,882.56	39,208.45
2	35,838.76	37,093.13	38,391.38	39,735.09	41,125.81	42,565.22	44,054.99
3	40,268.51	41,677.91	43,136.64	44,646.42	46,209.04	47,826.36	49,500.28
4	45,246.49	46,830.12	48,469.18	50,165.59	51,921.39	53,738.65	55,619.50
5	48,477.31	50,174.02	51,930.11	53,747.67	55,628.83	57,575.85	59,591.00
6	51,289.77	53,084.92	54,942.89	56,865.88	58,856.20	60,916.16	63,048.23
7	56,717.34	58,702.46	60,757.04	62,883.54	65,084.47	67,362.42	69,720.10
8	63,195.24	65,407.07	67,696.32	70,065.69	72,517.98	75,056.12	77,683.08

Appendix A: 40 HOUR STEP SYSTEM

Jan. 1, 2013 through Dec. 31, 2013							
	1.5% ATB from 2012						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	35,383.22	36,621.64	37,903.40	39,230.01	40,603.07	42,024.18	43,495.02
2	39,756.95	41,148.45	42,588.64	44,079.24	45,622.01	47,218.78	48,871.44
3	44,670.97	46,234.46	47,852.66	49,527.51	51,260.97	53,055.11	54,912.04
4	50,193.20	51,949.96	53,768.20	55,650.10	57,597.85	59,613.77	61,700.26
5	53,777.24	55,659.44	57,607.52	59,623.78	61,710.61	63,870.49	66,105.96
6	56,897.16	58,888.57	60,949.67	63,082.91	65,290.81	67,575.99	69,941.14
7	62,918.13	65,120.27	67,399.48	69,758.46	72,200.01	74,727.01	77,342.45
8	70,104.22	72,557.87	75,097.39	77,725.81	80,446.21	83,261.83	86,175.99

Jan. 1, 2014 through Dec. 31, 2014							
	1.5% ATB from 2013						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	35,913.97	37,170.96	38,471.95	39,818.46	41,212.11	42,654.54	44,147.45
2	40,353.31	41,765.67	43,227.47	44,740.43	46,306.34	47,927.07	49,604.51
3	45,341.04	46,927.97	48,570.45	50,270.43	52,029.89	53,850.93	55,735.72
4	50,946.10	52,729.21	54,574.73	56,484.85	58,461.82	60,507.98	62,625.76
5	54,583.90	56,494.34	58,471.64	60,518.14	62,636.27	64,828.55	67,097.54
6	57,750.62	59,771.90	61,863.92	64,029.15	66,270.17	68,589.63	70,990.26
7	63,861.91	66,097.07	68,410.47	70,804.84	73,283.01	75,847.92	78,502.59
8	71,155.79	73,646.24	76,223.85	78,891.69	81,652.90	84,510.76	87,468.63

Jan. 1, 2015 through Dec. 31, 2015							
	1.5% ATB from 2014						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	36,452.68	37,728.53	39,049.03	40,415.74	41,830.29	43,294.36	44,809.66
2	40,958.60	42,392.16	43,875.88	45,411.53	47,000.93	48,645.97	50,348.58
3	46,021.15	47,631.89	49,299.01	51,024.48	52,810.33	54,658.70	56,571.75
4	51,710.29	53,520.15	55,393.35	57,332.12	59,338.74	61,415.60	63,565.15
5	55,402.65	57,341.75	59,348.71	61,425.91	63,575.81	65,800.97	68,104.01
6	58,616.88	60,668.48	62,791.88	64,989.59	67,264.22	69,618.47	72,055.11
7	64,819.84	67,088.53	69,436.63	71,866.91	74,382.25	76,985.63	79,680.13
8	72,223.12	74,750.94	77,367.21	80,075.07	82,877.70	85,778.42	88,780.66

Appendix B: Title List

Pay Grade	Title
1	Clerk Typist
2	Secretary, Account Clerk, Violations Clerk, Discovery Clerk
3	Executive Secretary, Planning Office Assistant, Assessor's Aide, Purchasing Assistant
4	Deputy Assessor, Assistant Deputy Court Administrator, Financial Assistant, Permit Control Coordinator, Planning Assistant
5	Animal Control Officer
6	Registrar of Vital Statistics
7	Building/Plumbing/Electrical Inspectors, Registered Environmental Health Specialist, Purchasing Agent, Municipal Housing Liaison, Assistant Community Development Coordinator
8	Sub-Code Official, Senior Registered Environmental Health Specialist, Senior Services Coordinator

In witness whereof, the parties have caused this Agreement to be signed by their proper officers and attested to on the _____ day of _____, 2014.

Township of Hopewell

Vanessa Sandom, Mayor

Paul Pogorzelski, Administrator

Communications Workers of America

Adam Liebtag, President
CWA Local 1036

Elaine Waller, CWA Representative

Lauren Young-Boukema, Staff Rep.
CWA Local 1036

Nancy Canto, Bargaining Committee

Jacci Kenny, Bargaining Committee