

TOWNSHIP OF DENNIS

CAPE MAY COUNTY
STATE OF NEW JERSEY

RESOLUTION No. 2022-99

**A RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWNSHIP OF DENNIS AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 1293
REPRESENTING CERTAIN EMPLOYEES OF THE TOWNSHIP'S
DEPARTMENT OF PUBLIC WORKS**

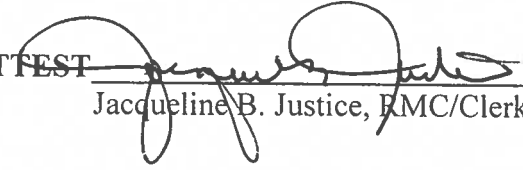
WHEREAS, the Township and the IBEW Local 1293 have negotiated a Collective Bargaining Agreement governing the terms, conditions, and benefits of certain employees of the Department of Public Works; and

WHEREAS, the aforesaid Agreement was the result of good faith Collective Bargaining negotiations with the bargaining unit represented by IBEW 1293;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Dennis, County of Cape May, New Jersey that the Contract attached hereto is hereby authorized and ratified for endorsement by the Mayor and Township Clerk.

BE IT FURTHER RESOLVED, that the Township Clerk shall, pursuant to N.J.S.A. 34:13A-8.2, file with the Public Employee Relations Commission an electronically signed and dated copy of this contract.

ATTEST


Jacqueline B. Justice, EMC/Clerk

ATTEST


Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen			✓			
Germanio	✓		✓			
Cox			✓			
Turner		✓	✓			
Matalucci			✓			

RESOLUTION NO. 2022-99
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This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 24, 2022 at 5:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST



Jacqueline B. Justice, RMC/Clerk

Memorandum of Agreement

Subject to Committee Approval

TOWNSHIP OF DENNIS

PUBLIC WORKS

I.B.E.W Local 1293

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
AFL-CIO

Effective April 1, 2021, thru December 31, 2026

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ARTICLES OF AGREEMENT

Between Dennis Township and Local 1293 of the International Brotherhood of Electrical Workers, American Federation of Labor Congress of Industrial Organizations.

AGREEMENT

This Agreement effective this 24 May 2022, by and between the Township of Dennis, its successors, or assigns, hereinafter referred to as the "Township" and Local 1293 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as "Union".

ARTICLE I

PURPOSE

It is the intent and purpose of the parties hereto, by this Agreement, to promote and improve industrial and economic relations between the Township and its employees and to set forth herein their basic agreement covering rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of all bargainable issues between the Township and the Union. Notwithstanding, any grievance arbitration decisions, settlements or memoranda of agreements acknowledged or executed by the parties are specifically included as terms under this Agreement.

ARTICLE 2

RECOGNITION

Section 2-1:

The Union, having been certified by the New Jersey Public Employee Relations Commission on December 13, 1999, is recognized by the Township as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for all employees in the Township District. These include all full-time and regular part-time employees.

Section 2-2:

Changes in terms and/or conditions herein continued shall be negotiated and mutually agreed to between the Negotiating Committee of Local Union 1293 and the Township. Any request of changes in the terms and/or conditions of the current Agreement shall be by certified mail between the President of the Local and the Township Committee through the Business Administrator.

Section 2-3:

Whenever the term "employees" is referred to in this Agreement, it shall be deemed to mean only those employees as set forth in the classifications listed in Article 2, Section 2.1, and Schedule "A" to this Agreement and no other.

Section 2-4:

A full-time employee is one regularly employed and scheduled to work forty (40) hours per week. A provisional employee is one who has not gained permanent status. No provisional employee shall use any sick, vacation, or personal time prior to it being earned.

ARTICLE 3
MANAGEMENT RESPONSIBILITIES

Section 3-1:

- A. It is recognized that the management of the Township, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Township. Accordingly, the Township hereby retains and reserves unto itself, or through and by the Department Heads or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:
1. The executive management and administrative control of the Township and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
 2. The determination of the criteria and standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion, and transfer of employees subject to New Jersey Civil Service regulations;
 3. The transfer, assignment, reassignment, layoff or recall of employees to work, subject to New Jersey Civil Service regulations;
 4. The determination of the number of employees and of the duties to be performed, in accordance with applicable New Jersey Civil Service regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
 5. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
 6. The determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials, name, social and electronic media, and other property of the Township;
 7. The determination of the number, location and operation of divisions, departments, units and all other work groups of the Township, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
 8. The determination of the amount of overtime to be worked;

9. The determination of the methods means, and personnel by which its operations are to be conducted;
 10. The determination of the content of work assignments consistent with New Jersey Civil Service job specifications;
 11. The exercise of complete control and discretion over its organization and the technology of the performance of its work;
 12. The making, maintenance, and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety, or the effective and efficient operation of the work of the Township; and
 13. Determining job classifications and assigning work consistent with New Jersey Civil Service job specifications as it deems appropriate.
- B. The Township shall have the right, at all times, to make and enforce rules, regulations, policies, or other statements of procedure consistent with this Agreement, notwithstanding the laws of the State of New Jersey. The act of the Township at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies, or other statements of procedures.
- C. Nothing contained herein shall be construed to deny or restrict the Township or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A, R.S. 11A or any other national, state, Township or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE 4
UNION-TOWNSHIP RELATIONSHIP

Section 4-1:

The Township will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it attempt to discourage membership in the Union by discrimination in respect to hire or tenure of employment

Section 4-2:

Upon prior and reasonable notification

, Designated Union representatives shall have the right to visit the Township's establishment at reasonable times to investigate wages, hours, working conditions, grievances, and other matters covered by this Agreement. Such visits, however, shall not be made at such times or in such manner as shall interfere with the operations of the Township's business. Union representative shall notify the Township's office in advance.

Section 4-3:

Neither the Union nor its members will intimidate or coerce any employee in respect to their right to work or in respect to Union activity or membership, and there shall be no solicitation of employees for Union membership or collection of dues on the Township's time or during the employees' working hours. The Township may take disciplinary action for any violation of this provision.

Section 4-4:

The Township agrees that during the period of this Agreement there shall be no lockout or the equivalent of employees in the bargaining unit, and the Union agrees that there shall be no strike or the equivalent including any sit-downs, concreted slowdown, or condoned wildcat strike, both parties desire to provide an uninterrupted and continuous service to the public. In the event of a wildcat strike, the Union will immediately order the strikers back to work and will raise no objection to the Township's discharge of any employee who continues to engage in a wildcat strike after being ordered back to work.

The Township and the Union further agree that all grievances, as defined in this Agreement, which arise under the Agreement, shall be settled, and determined solely and exclusively by the Grievance and Arbitration Procedures provided herein.

Section 4-5 – Non-Discrimination

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, Race, Creed, Color, National Origin, Age, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Sex, Gender Identity or Expression, Disability, Liability for Military Service, Affectional or Sexual Orientation, Atypical Cellular or Blood Trait, Genetic Information (including the refusal to submit to genetic testing), or any other classification protected by law.

Section 4-6 – Union Officers/Stewards

The Union agrees to provide the Township a written list of all duly-elected Union Officers and Stewards. The parties agree that only the expressed duly-elected Union Officers and Stewards shall deal with the Township regarding Union employees and issues.

ARTICLE 5
UNION DUES DEDUCTION/CHECK OFF

Section 5-1:

The Township agrees to deduct from the salaries of its employee's subject to this Agreement, dues for IBEW Local 1293. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52; 14-15, 94, as amended.

Section 5-2:

The aggregate deductions from all employees shall be remitted to the Treasurer of the Local together with the list of names of all employees from whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.

Section 5-3:

A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Local during the month following the filing of such card with the Township.

Section 5-4:

If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township and official notification on letterhead of the Local Union and signed by the President of the Local Union advising of such changed deductions.

Section 5-5:

The Union will provide the necessary "Check-Off Authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Chief Financial Officer.

Section 5-6:

The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Township in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deductions.

ARTICLE 6
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered by this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and binding, except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

ARTICLE 7
GENERAL PROVISIONS

Section 7-1.

The Township shall provide Bulletin Boards at each time clock.

Section 7-2.

The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the Local Union President's signature and their designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.

Section 7-3:

It is agreed that representatives of the Township and the Union will meet from time to time upon request of either party with both parties' mutual consent to discuss items of general interest or concern that are not necessarily grievances as such. Such meetings shall be initiated by either party's written request, and a precise agenda shall be established.

Section 7-4:

Employees covered by the Agreement shall perform duties and responsibilities as contained in the N.J. Department of Personnel job specifications for their positions.

Section 7-5:

A. Generally, leave¹ is earned by employees when they actually work. When an employee is on an unpaid leave, they shall not earn additional leave time during the period they are on unpaid leave. Unpaid leave shall include, but is not limited to, (1) suspension, (2) temporary disability, (3) unpaid family leave (if an employee uses paid leave while on family leave, they shall continue to accrue leave time). Employees shall continue to accrue leave time if they are on a leave of absence due to, workers' compensation, military leave, other earned leave, job-related education, or maternity leave, and family leave (if other leave time is used for payment). Only unpaid leave due to suspension will cause loss of seniority.

B. Employees on suspension shall lose seniority at the same amount as their suspension.

¹ Leave shall include: Personal Leave (Section 8), Vacation Leave (Article 13), Sick Leave (Article 19), or Holiday Leave (Article 17)]

C. If an employee returns from an authorized leave of absence for family leave, maternity/bonding leave, illness, military leave, or job-related education, they will be restored to their original classification at the then appropriate rate of pay with no loss of seniority.

D. The Township will notify the employee if the leave of absence will result in the loss of accrued sick or vacation time.

ARTICLE 8
LEAVES OF ABSENCE

Section 8-1 - Disability:

For the life of this Agreement, the Township shall maintain its current policies relating to employee disabilities and occupational diseases. The parties agree that employees will be entitled to paid disability leave as provided for under the New Jersey/Temporary Disability Insurance Program and shall continue to enjoy all benefits under that program. Employees shall be provided with a description of all of the New Jersey/Temporary Disability program benefits.

Section 8-2 - Funeral Leave:

A paid leave of absence in the event of death shall be as follows:

1. Five (5) days, including the day of the funeral, will be granted in the event of the death of an employee's spouse, domestic partner, civil union partner, child, legal ward, foster child, grandchildren, stepchild, brother, or sister; parent, step-parent, legal guardian, and
2. Three (3) days, including the day of the funeral in the event of the death, including the day of the funeral of a grandfather, grandmother, and in-laws.
3. Employees will be permitted to use their earned sick leave if additional leave time is necessary.

Section 8-3 - Leave for Union Representatives:

Employees selected by their local Union to serve as delegates shall, after reasonable notice to the Township, be permitted to attend the International Conference or similar meetings without pay from the Township. The Local shall be allotted a total of seven (7) days off per year to be utilized by the Local for Union business (conventions, seminars, conferences, and meetings called by the District Council) or mutually agreed upon.

Section 8-4 – Jury Duty:

If you are summoned for jury duty, you will submit a copy of the summons to your supervisor. You will continue to receive their regular pay while serving on jury duty; however, you must reimburse the Township for any jury duty-related pay you receive as a juror.

Section 8-5 – Personal Days

Employees shall be entitled to five (5) days leave of absence for any reason, however personal days cannot be used in combination with other leaves of absence without providing a specified

reason and subject approval of the Township Administrator. . For all other use of personal leave, the employee shall not be required to provide any reason other than they are taking the personal day under this provision.

- a. Employees shall provide their Department Head as much notice as possible prior to their work shift.
- b. Any personal leave not taken within the calendar years may not be carried forward to succeeding years unless approved by the Township Administrator due to extraordinary circumstances.
- c. At the sole discretion of the Township Administrator and availability of funds, unused personal days may be exchanged for cash. The Township Administrator shall prior to December 1st, provide notice to all employees if this option will be available.

Section 8-6 – Personal Leave of Absence:

Leave of absence for employees shall be granted as provided under N.J. *Civil Service Commission* statutes, rules, and regulations, except as otherwise provided. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform their duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job-related study, or for any reason considered valid by the Township, may be granted a special leave of absence without pay by the Township for a period not to exceed six months with the approval of the Township and the N.J. Civil Service Commission.

When an employee returns from an approved leave of absence, any due check-off authorization in effect prior to the approved leave shall be reactivated.

Section 8-7 – Family Leave:

All employees will be accorded family leave according to the provisions of the New Jersey and/or Federal Family Leave Act. Employees shall be provided with a description of the rights under the Acts. Leave taken subject to the definition of permissible leave under the Federal FMLA shall not be taken cumulatively with any leave under New Jersey FMLA.

ARTICLE 9
SERVICE OF ARMED FORCES

Military Leave

All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

ARTICLE 10
SENIORITY

Section 10-1 – Definitions of Seniority:

There shall be a seniority list maintained for all employees covered under this contract.

- a. Township-wide seniority is defined as the length of continuous employment by the Township in a bargaining unit position and shall begin with the first day of the latest continuous employment in such a position with the Township.

Section 10-2: New Hires

All new employees hired by the Township that are covered under this bargaining unit shall serve a six (6) month probationary period. During this time, any discipline or discharge of this employee will not be subject to arbitration set forth under the grievance procedure of this Agreement. Probationary employees shall enjoy benefits only as set forth in this Agreement. Probationary employees shall be placed on the seniority list as of the first day of employment and upon completion of the above period. Probationary employees shall not receive any raise until they become permanent; at which time, if they become permanent, they shall receive any raise given to a permanent employee during their probationary period of employment.

Section 10-3: Disruption of Seniority

A person's employment and seniority will be considered terminated for any of the following reasons:

- a) Voluntarily resignation;
- b) Retirement;
- c) Failure to return to work at the conclusion of a leave of absence, vacation, or suspension; or
- d) Termination in accordance with Article 12.

Section 10-4: Notice to Union

The Township shall furnish to the Union a list of the employees, on a regular basis, that have been hired into the bargaining unit, or who have been terminated from the bargaining unit, or who have been upgraded or downgraded within the bargaining unit whenever there are any such changes. The list will show the old, and new job classification and the old and new wage rate for each such employee, and name changes and employees returning from military service will also be included,

- a) An employee who resigns shall give the Township two weeks advance written notice.

- b) An employee who gives notice of resignation, as provided above, shall be entitled to receive payment for unused vacation, personal and compensatory time. If notice is not given as provided above, an employee will not be entitled to such payment.

Section 10-5: Impact of Seniority on Leave Time

Every reasonable effort shall be made by the Township to satisfy an employee's leave time request dependent upon staffing needs and requirements. If a conflict arises as to an employee's leave request, leave shall be granted on the basis of seniority.

ARTICLE 11
PROMOTIONS, VACANCIES AND LAYOFFS

Section 11-1 – Filling of Vacancies:

- a) A vacancy is defined as:
 - 1. A job opening in an existing classification where an employee's employment relationship in that job with the Township is terminated for any reason whatsoever and the Township will fill such vacancy.
 - 2. A job opening resulting for creation by the Township in its discretion of a new work position.

- b) The following procedure is to be followed when vacancies occur:
 - 1. When a vacancy occurs within the bargaining unit, a posting will be prepared by the Township and posted on all bulletin boards of the Township as soon as practical; however, not to exceed ninety (90) days except by mutual agreement.
 - 2. The posting will remain on the bulletin board for a period of seven (7) consecutive working days. Employees on vacation, sick leave, or other approved absences shall have the right to bid on posted positions for seven (7) days from the date of return.
 - 3. An employee interested in submitting a bid on this pointing shall fill out a standard bid sheet available in the Township office.
 - 4. As soon as possible after the posting has been removed, representatives of the Union will meet with the Township Committee through the Business Administrator or their designee to review and discuss.
 - 5. The successful bidder will be reassigned to the new position upon replacement unless the successful bidder's supervisor allows the move sooner. A posting for the position being vacated by the successful bidder will be prepared and posted the workday following the award.
 - 6. The chain of events will continue until all positions have been filled, down to the entry-level position.
 - 7. Before any bids are awarded, the supervisor shall conduct an interview to explain the duties of the job, special requirements, etc.

- c) When fitness, ability, and efficiency of two or more employees are found to be equivalent, classification and Township seniority, in that order, shall govern.

- d) If no employees are bidding for the vacancy in the Township in which the vacancy occurs, then the Township shall have the right to hire from outside the bargaining unit.
 - 1. Entry-level jobs will not be posted, except where required by Civil Service.

Section 11-2:

Efficiency shall be determined and is defined as:

- a) Ability to do the job quickly, safely, and efficiently as it can be done under the circumstances;
- b) Cooperating with the supervisor in doing the work;
- c) Protecting the lawful interests of the Township; and
- d) Promptness and regularity in reporting for work and observing all lawful rules and regulations of the Township and this contract.

Section 11-3:

Employees covered by this Agreement who are not able to meet the Township standards of performance, after a qualified probationary period, and after they have been properly instructed and trained in their jobs according to the Township standards, shall revert back to their former status, with full seniority. The parties shall consult on the appropriate training standards. If the employee during the probationary period elects to return to their former job and rate previously held, they shall be returned without loss of their seniority in that title, *provided the position is available. If the position is not available, the employee shall remain in their current position.*

Section 11-4: Impact of Seniority on Promotions, Transfers and/or Appointments

In matters of promotion, vacancies, staffing/position upgrades, and/or assignments, all relevant determinations of the factors and criteria remain a managerial prerogative. Where the qualifications (criteria), skill and abilities (factors) are equal, as determined by the Township Administrator, seniority shall be the determining factor. It shall be the intention of the Township to fill promotions, vacancies, and lateral transfers from within the bargaining unit before hiring new employees to positions within the unit.

Section 11-5: Impact of Seniority on Layoffs

Any seniority reference, restriction, or condition as it applies to a “reduction-in-force” or “layoff within a classification” shall be pursuant to the regulations and procedures established under the Civil Service Commission.

ARTICLE 12
TERMINATION

Section 12-1:

No employee shall be terminated or given a disciplinary layoff without just cause. Temporary/Seasonal employees separated at the end of temporary/seasonal employment shall not be considered to have been laid off or terminated under this Article and shall not have recourse to the grievance procedures for this purpose.

Section 12-2:

No employee shall be disciplined for the commission of any act, which the Township may knowingly permit another to do.

Section 12-3:

In the event that Federal, State Law, Local rules, policies, and/or procedures requires the discontinuance of any municipal service provided for by the bargaining unit, then in that event, there may be a staff reduction.

ARTICLE 13
VACATIONS

Section 13-1:

An annual vacation with pay at the straight-time hourly with the following schedule with the expectation of a full year's employment or on pro-rated basis:

- a) One (1) day per month for the first year, and up to twelve (12) days' vacation at straight-time pay,
- b) Five (5) years of service, fifteen (15) days of vacation at straight-time pay,
- c) Twelve (12) years of service, twenty (20) days of vacation at straight-time pay,
- d) Twenty (20) years of service, twenty-five (25) days of vacation at straight-time pay.

Section 13-2:

Vacations shall be scheduled, as reasonably possible, in accordance with the employee's desires, provided it is suitable with the staffing and work requirements of the department and the Township. Notwithstanding the above, vacations shall be scheduled in the order of the employee's Township seniority. (Also see, Section 7-5)

Section 13-3:

Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Section 13-4:

When a holiday occurs during an employee's vacation, he shall receive another day off with pay at the beginning or end of their vacation or at another mutually agreed time.

Section 13-5:

With one (1) or more years of service, an employee may request to take their vacation in single days or a combination of multiple days or half days. The employee's immediate supervisor must approve all vacations.

Section 13-6:

The Township shall furnish forms to the employee by January 30th of each year, which are to be filled in by the employee indicating their first and second choices for vacation period and return them to the Township no later than March 1st. The Township will, by March 31st of each year, post a vacation schedule.

Section 13-7:

If for convenience in the scheduling of vacations, the Township may, where there is no abuse of the privilege, permit an employee to take vacation time off prior to the beginning of their current vacation eligibility period.

Section 13-8:

If conditions arise (either because of the exigency of the business or because of personal consideration of employees) requiring changes in the vacation schedule, such changes shall be made by the Township with due regard to the preference and convenience of the employee.

Section 13-9:

- a) In the event, that the Township changes an employee's vacation schedule or recalls an employee from vacation for its own convenience, and the employee suffers an actual economic loss thereby, the Township shall reimburse the employee for the provable out of pocket expenses due to any canceled vacation only if the Township is given notice of such impending loss prior to the cancellation of the vacation. The Township shall allot another vacation period.
- b) In the event of a recall, the employee shall receive one-half (1/2) times their straight-time hourly rate as a premium for such days worked and a compensating day off. At no time shall the overtime rate exceed two and one-half (2 ½) times the straight-time hourly rate. An extra day off shall be granted if the employee works on a holiday during such a recall period. This provision does not increase an employee's normal vacation nor holiday entitlements.

Section 13-10:

Any employee who has qualified for a vacation and who leaves the Township after giving two (2) weeks' notice to the Township of their intent to sever relations with the Township, or any employee whose service is severed by the Township for any reason, shall receive vacation pay as follows:

- a) One-twelfth (1/12) of the vacation pay that he would be entitled to under Section 13-1 of this Article for each month worked for which he has not previously received vacation time and/or pay. Employees who have not completed at least twelve (12) consecutive calendar months of service as of the date of the separation shall not be entitled to vacation pay and/or time.

- b) If the last day worked is after the fifteenth (15th) day of the month, the month will be counted.
- c) If the last day worked is before the fifteenth (15th) day of the month, the month will not be counted.

Section 13-11:

If immediately prior to the start of their scheduled vacation, the employee is temporarily off duty due to illness or injury, such an employee shall have the right to have their vacation rescheduled, and the Township shall assign to such employee a new vacation period that is mutually agreeable.

ARTICLE 14
JOB CLASSIFICATIONS/WAGE PROGRESSION

Section 14.1 – JOB SPECIFICATIONS

The job classifications and descriptions of the bargaining unit covered by this Agreement shall be those listed in the wage schedule, and job descriptions agreed to by the parties, which by this reference are made part of this Agreement.

Section 14.2 - WAGES

All employees under this contract are subject to the following provisions:

- a) Employees shall be paid in accordance with the hourly rates set forth in “Schedule A” and are inclusive of any prior negotiated adjustments.
- b) All employees shall be paid in accordance with the attached “Schedule A” for their specific classification and title as set forth in “Schedule B” job title. Thereafter an employee shall receive salary increases based on their “Step” and year of service as set forth in Schedule A.
- c) It is specifically understood that in order to be eligible for any retroactive raise under this Agreement, an employee must be on the payroll at the time of Contract signing.
- d) Should a position become available due to vacancy, the Township at their sole discretion, may promote a qualified employee to a higher classification. The promoted employee shall be slotted pursuant to Schedule A into the “year” of that “step” whereby the employee makes no less than their wage at the time of promotion. Thereafter, the employee shall progress on the guide on the anniversary of their promotion.
- e) Any promotion shall be subject to a six (6) month probationary review period. If the employee fails to successfully complete the promotion process based solely upon the discretion of the Township, they will be returned to the previous job title/classification.
- f) When an employee is assigned to do work of a classification for four (4) hours or more carrying a higher rate, they shall receive for the entire daily work period. Previously under Art. 11-4)

Section 14.3: Commercial Driver's License

Employees shall be paid in accordance with the Wage Rates attached as "Schedule A"

- A. It is specifically understood that in order to be eligible for any retroactive raise under this Agreement, an employee must be on the payroll at the time of Contract signing.
- B. For all employees, regardless of hire date, the Township shall reimburse the employee the amount for the payment for the required CDL physical in order to have the employee maintain the CDL.
- C. Should, at the sole discretion of the Township, a position become available that requires a CDL,
 - 1. The Township shall reimburse the employee the amount for the payment to obtained CDL permit, provided the employee passes the test to acquire the CDL permit.
 - 2. The Township will make every reasonable effort to allow the employee to attend and take the CDL Test.
 - 3. The Township will make every reasonable effort to provide an employee taking the CDL Test, a driver, and a truck.
 - 4. Under no circumstance shall the Township be required to reimburse or otherwise assist an employee in obtaining a CDL without the prior establishment and approval of an available position that requires a CDL.
- D. Failure to maintain requirements may subject the employee to disciplinary action, up to and including termination.
- E. The Union recognizes that the requirements and criteria for a position of employment within the Township are within the scope of a managerial prerogative, and this Section is not meant to usurp that prerogative, but is merely meant to memorialize certain processes.

ARTICLE 15
HOURS OF WORK

Section 15-1:

The normal workday shall consist of eight (8) consecutive hours, and the normal workweek shall consist of five (5) consecutive workdays with two consecutive days of rest.

Section 15.2

With seventy-two (72) hours prior notice, the Township may adjust the normal 6:00 AM starting time to between 6:00 AM and 9:00 AM of the eight (8) hour workday for operational or environmental requirements or demands. Without notice, the regular hours for bargaining unit employees shall be between 6:00 AM to 3:00 PM, Monday through Friday.

Section 15-3

Should manpower be required for Township facilities or operations that are required for the public welfare (i.e., snow removal) the Township reserves the right to:

1. Implement a voluntary work schedule that provides for an eight (8) hour workday, which may be scheduled Monday through Sunday, inclusive. There shall be five (5) days of scheduled work in the workweek and two (2) consecutive days off. The work schedule would permit the Township to establish a workday that would have an end time no later than 10:00 PM unless there are extenuating circumstances.

2. On-Call: If any employee is required to be on-call, ~~that includes all or part of a weekend~~ for hours outside their normal work hours as established hereinabove, such employee shall receive two (2) hours of compensatory time for any designated time after their shift and prior to their next shift. If such designation occurs on a weekend, the employee shall receive two (2) hours for each day of the designation. The parties agree that no employee can be designated to be on-call for more than twelve (12) continuous hours.
 - a. For clarity, the intent of “on-call” is so that the Township has dedicated personnel available to respond to weather emergencies, Township-designated special events and such similar emergent events.
 - b. An employee designated for on-call shall be immediately available for duty during the period of on-call status at a known telephone number.
 - c. Should the employee not be available to receive the call or be in a condition to report to work, or fail to report to work, they will forfeit said

compensatory time. An employee's failure to respond to the employer's notice to report to duty may result in disciplinary action.

- d. Should the employee be actually called into work, the employee will be paid a minimum of three (3) hours at time and one-half for all time worked. This minimum shall not include travel time.

Section 15-4:

Wages for this period will be paid bi-weekly on Friday. (See, Section 20-11).

Section 15-5:

No employee shall be required to take time off within their regularly scheduled working hours to compensate for overtime work.

Section 15-6:

It is the Township's right to assign an employee to do work of a lower classification for temporary periods, providing that he continues to be paid at the rate of their regular classification.

Section 15-7

The pay period thus consists of fourteen (14) days or two (2) calendar weeks. The pay period week shall commence 12:01 AM on Saturday and end at midnight on Friday. Week "A" shall be the first of the two weeks, and Week "B" shall be the second of the two weeks. Overtime worked during Week "A" shall be paid with the Friday pay of Week "B". If overtime is worked during Week "B" then that overtime shall be paid on the Friday of the subsequent Week "B" week.

ARTICLE 16
OVERTIME

Section 16-1:

All employees shall receive overtime pay upon the following basis:

- a) One and one-half times (1 ½) the straight time hourly rate for the excess over eight (8) hours per day or forty (40) hours per week.
- b) Employees shall receive one and one-half times (1½) their straight time rate for all hours worked on their first day of rest, provided the employee has worked all scheduled work hours during the workweek.
- c) All employees shall be paid double-time the straight-time hourly rate for work performed on the second day of rest.
- d) All paid time shall be deemed hours worked for the purpose of computing weekly overtime.
- e) The Township agrees that it will make every effort to equitably distribute overtime work, and the records of hours worked shall be available to qualified Union representatives. The Union will make every effort to see that its members promptly respond to such off schedule or overtime calls or assignments.
- f) Overtime shall be distributed as equitably as possible among employees with due regard for the operational and business requirements.
- g) Call-in-Pay – Employees called back to work outside their regular work hours for emergency reasons shall receive a minimum of three (3) hours pay. The call-in minimum does not apply to hours worked directly or directly after an employee's shift, or overtime work scheduled with twenty-four (24) hours advance notice; which shall be treated according to the current overtime rules. It is understood and agreed that the Township will make all reasonable efforts to have two employees present at any emergency situation for safety reasons.

h) Compensatory Time

1. There is hereby established compensatory time in lieu of overtime; compensatory time shall only be issued when mutually agreed to by the employee and the Township/Department Head.
2. Employees may earn compensatory time throughout any calendar year, but at no point shall an employee be able to accumulate more than eighty (80) hours. Employees are encouraged to use compensatory time during the calendar year in which the compensatory time is earned.
3. Should an employee, for any reason, not be able to use their earned compensatory time by the end of the calendar year, they shall be able to carry forward a maximum of sixteen (16) hours into the next calendar year, unless the Township Administrator specifically authorizes an exception due to operational efficiency.
4. Should an employee carry their earned compensatory time into the following year, this time shall apply to the eighty (80) hour compensatory time capitation.
5. The Township shall, at their sole discretion, be permitted to pay employees for all unused compensatory time earned during the calendar year.
6. Should an employee exercise their option to submit all earned compensatory time for payment, employees must notice the Township by December 15th.
7. Compensatory time shall be earned at the their applicable rate of pay.
8. Employees shall be able to redeem their compensatory time at one hundred percent (100%) of current value at the time of separation, retirement, or termination.
9. The Township shall not unduly deny employees' use of compensatory time consistent with other leave policies.

ARTICLE 17
HOLIDAYS

Section 17-1:

The parties' intent is that all employees possible will be granted the following listed holidays or days publicly observed as the holiday off with pay as set forth in Section 17-3. Employees must work on their last scheduled day of work before and after the holiday to be entitled to holiday pay, except when the employee is excused from work.

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

Section 17-2:

When a holiday falls on a Saturday, it shall be observed on Friday; if it falls on a Sunday, it shall be observed on Monday. In no case is an employee to receive benefits twice for the same holiday.

Section 17-3:

Holiday pay for holidays listed in this Article will be:

- a) Eight (8) hours pay at straight time, if the holiday is not worked.
- b) When an employee is required to work on a holiday, they shall be given eight (8) hours pay and, in addition, double their regular rate for all time worked.
- c) Employees who call out sick the day before or the day after a holiday are required to submit a doctor's note in order to be paid for the holiday.

ARTICLE 18
CONTRACTING OUT WORK

Section 18-1:

It will be the Township policy to maintain a force of sufficient size to take care of the regular work of the Township in a continuing nature, having in mind that one objective of the Township is to provide stable, long-term, and continuing employment for its employees.

Section 18-2:

a. In order to implement this policy, the Township agrees that it will not, for the duration of this Agreement, employ outside contractors for the purpose of laying off employees who ordinarily and customarily do work of the type contracted out or to avoid filling vacancies in the bargaining unit.

b. The Township shall have the right to contract out work but cannot layoff or eliminate employees as a result thereof. If an employee is required to do different work, there shall be no reduction in pay.

Section 18-3:

It is understood that the above provisions do not restrict the contracting of the type of construction work in which the Township has hitherto contracted out.

Section 18-4:

It is the Township policy to inform the Union before outside contractors are brought in to do construction work or peak work in emergencies that cannot be handled by regular employees other than such work presently and normally done by contractors.

ARTICLE 19
GENERAL WORKING CONDITIONS

Section 19-1

The safety rules and regulations established by the Township, its insurance carrier, or governmental authority shall be strictly adhered to by both the employees and the Township, and the Township shall enforce these rules and regulations uniformly. Proposed changes in the Township's safety rules and regulations shall be discussed with the Union or the Union representatives on the Safety Committee, before becoming effective.

Section 19-2:

At no time shall an employee be required to perform any hazardous task without proper instruction, help, and equipment as determined by management.

Section 19-3:

In every case in which the Township requires employees to wear uniforms, the Township shall at no cost to the employee supply such required uniforms and make necessary and reasonable replacement thereof. The Township shall bear the cost of repairing such uniforms damaged in the performance of duty. The employee shall be liable for any loss or damage caused by their negligence. Employees shall wear uniforms if supplied or available.

Section 19-4:

The Township shall furnish all necessary safety-related and protective equipment as required by Federal and State law for the protection of its employees. In order to facilitate a safe working environment, the Township will implement a random drug and alcohol testing program for all employees.

Section 19-5:

Employees who are required to report at their usual place of assembly at the Township's property and then are transported to the place where work is performed shall be transported to and from this place of work on the Township's time. Work time shall be computed from the time at which the employee is scheduled to report and does report to the usual place of assembly on the Township's property at the beginning of the day, to the time when he returns to the regularly scheduled place of ending work for the day.

Section 19-6:

The principal function of a supervisor is to supervise.

Section 19-7:

The Township will not increase the hours of work for the purpose of reducing the workforce, unless required to do so by governmental order.

Section 19-8:

It is the policy of the Township, in the interest of sound employee relations, to provide as far as practical with a view to the nature of the business, clean, safe, and pleasant working conditions; including in this policy is the provision of adequate facilities for hanging employee's clothing, the provision of adequate wash stands and toilets, and the taking of precautions to secure the health and safety of employees. Employees shall observe all rules of the Township relative to the above. The parties agree that there shall be no smoking in any of the Township buildings. The Union will cooperate with the Township in the enforcement of all such rules.

Section 19-9:

When the Township requires employees to be away from their homes overnight, meals and clean and adequate lodging shall be furnished and paid for by the Township.

Section 19-10:

Payment of wages shall be made bi-weekly, on Friday, and shall include all wages due for the payroll week ending that day. If a Holiday falls on Friday, all deposits shall be made on the preceding Thursday. All full-time and part-time employees will receive payment via direct deposit effective January 1, 2021, or as soon thereafter as the Township as to implement the procedure.

Section 19-11:

The Township shall provide all tools and equipment, which it considers necessary. The employees receiving such tools and equipment shall be held responsible for their return in good condition, ordinary wear and tear, and reasonable loss expected. The Township shall provide suitable and safe space for storing tools and equipment.

Section 19-12:

In the event of an accident requiring an investigation, the same will be made by the appropriate Safety Committee, which shall include *up to* three (3) representatives of the Union. If the Union

deems the report of an accident investigation unfair to the employee involved, the Union may invoke the Grievance Procedure therein provided.

Section 19-13:

In the event the employee does not have a Township vehicle available, the employee's travel allowance shall be paid at the current applicable IRS rate per mile for those miles to the temporary work location, pursuant to pre-approval by the Business Administrator.

Section 19-14:

The Township shall correct any mistake in the computation of employees' pay on the next payday following the day the mistake is called to the attention of the Township, except an error involving one (1) day's pay, which shall be corrected on the next working day following the day the mistake is called to the attention of the Township. Should an employee be overpaid, he shall make restitution on the following payday.

Section 19-15:

It is agreed that the Township may, at its option, provide benefits equal to those referred to herein through carrier of its choice. It is further agreed that the Township will give the Union notice of any contemplated changes of carriers. A disagreement with regard to what constitutes equal coverage shall be subject to the grievance and arbitration procedure.

Section 19-16:

When an employee works sixteen (16) or more hours in any 24-hour period, they shall be entitled to a rest period of eight consecutive hours before returning to work. If this rest period extends into their regular scheduled working hours, they shall be paid a straight time rate for all time falling within their regular scheduled working hours that is necessary to give him eight (8) hours of rest. If an employee is requested to work and does work during any part of such rest period, they shall be compensated for such time worked at 2 times their regular straight time rate.

ARTICLE 20
SICK LEAVE

Section 20-1:

The Township shall provide a Sick Leave Plan as follows:

A. Full-Time Employees:

1. New full-time employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with 15 working days.

B. Accrued and unused sick leave must be used before any other accrued leave whenever an employee avails themselves of Family and Medical Leave.

C. Sick leave credits shall not accrue after an employee has resigned or retired, although their name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

D. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

E. Unused sick leave shall accumulate from year to year without limit, whether or not it was accrued prior to an intergovernmental transfer in accordance with N.J.A.C. 4A:4-7.1A.

F. Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury (see N.J.A.C. 4A:6-21B for Federal family and medical leave);
2. Exposure to contagious disease (see N.J.A.C. 4A:6-1.21B for Federal family and medical leave);

3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3 for the definition of immediate family, see N.J.A.C. 4A:6-1.21A for family leave under State law and see N.J.A.C. 4A:6-1.21B for Federal family and medical leave); or
 4. Death in the employee's immediate family for a reasonable period of time.
- G. Statements of available sick and personal days shall be issued to each employee on the first payday after January 1st of each year.
- H. Employees must promptly report, no less than thirty (30) minutes in advance of their shift, to their supervisor prior to their shift in order to be eligible to receive sick pay, except in emergencies or in non-foreseeable circumstances. Failure to properly report an absence or lateness may result in non-payment of sick leave time as well as disciplinary action and/or ineligibility for paid leave payment.
- I. The employee is required to provide a doctor's note from their health provider, if:
1. The employee who is absent three (3) or more consecutive days, or more than five (5) days in a calendar year.
 2. The Township has a reasonable belief that a pattern of abuse of sick leave privileges can be shown. (e.g., repeated days or in connection with other leave time).
- J. Retirement: Upon retirement, provided the employee does not use more than fifteen (15) sick days, except with proof of extended leave for injury or illness, employees shall be entitled to payment for no more than fifty (50) percent of unused sick days up to \$12,000.00 dollars.

ARTICLE 21
WORKER'S COMPENSATION

Section 21.1:

Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers' Compensation Act. Any occupational injury or illness must be immediately reported to the Department Head or Township Administrator. All required medical treatment must be performed by a workers' compensation physician appointed by the Township of Dennis or the workers' compensation carrier. Workers' Compensation is not a leave entitlement but only a wage replacement arrangement.

Section 21.2

Payment for unauthorized medical treatment may not be covered. No temporary Workers' Compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of fourteen (14) calendar days from the work-related injury and thereafter the employee will receive reimbursement of eighty (80%) percent of the employee's wage from the Workers' Compensation insurance carrier. During the initial fourteen (14) period, the Township will ensure that the employee receives one hundred (100%) percent of their pay. No employee shall be entitled to additional income, as such any monies received from or through workers compensation for the fourteen (14) day period will be reverted to the Township.

Section 21.3

The monies received by the employee will be tax-free up to a certain amount that is determined annually by IRS regulations, monies received in excess of this capped amount are subject to tax.

Section 21.4

The Township will continue to pay the injured employee's state pension payments on the employee's full wage in addition to the Township's contribution.

Section 21.5

The injured employee shall continue to pay contributions, deductibles and other payments for health and other benefits as they were being paid prior to their entitlement to workers' compensation benefits.

ARTICLE 22
GRIEVANCE PROCEDURE

Section 22-1: Grievance Defined

A grievance is defined as a dispute between the Township and its ~~regular~~ employees over the application, interpretation, or alleged violation of this Agreement's specific provision. It is agreed that harmonious relations between the parties require the prompt filing and disposition of grievances, which shall be settled in the following manner. Appeals of disciplinary actions are subject to the provisions of this Article, except as restricted by the terms in Article 18.

Section 22-2: Employee Defined

For this Article, an employee is defined as any person employed by the Township of Dennis and is subject to representation by the majority representative, I.B.E.W Local 1293. In the case of a group grievance, it shall also mean the majority representative, I.B.E.W Local 1293.

Section 22-3: Grievance Procedure

STEP ONE:

Any employee or the Union, believing that they have suffered a grievance as defined above, shall, within ten (10) calendar days of the occurrence, or within ten (10) calendar days of becoming aware of the incident giving rise to the grievance shall advise the representative of the Union. The aggrieved employee and/or Union representative shall discuss and attempt to resolve the matter with the Business Administrator. If it cannot be resolved within five (5) working days, then the grievance shall proceed to Step two (2).

STEP TWO:

If the grievance has not been adjusted under STEP 1, then within five (5) calendar days of the ~~supervisor's~~ reply from the Business Administrator, the Union shall submit a grievance that is reduced to writing and on the accepted Grievance Form, which shall set forth the relevant information concerning the grievance; including a short description of the alleged grievance, the date on which the grievance occurred, an identification of the Section of the Agreement alleged to have been violated and the remedy desired. It shall be submitted to the Township Committee through the Business Administrator. The Township Committee, through the Business Administrator or designated representative and the Union representative ~~Local Union Shop Steward~~, shall meet within ten (10) calendar days or longer if mutually agreed to by the parties, after the receipt of the written grievance, in an attempt to settle the grievance. Through the

Business Administrator or designated representative, the Township Committee shall provide the employee and the Union representative with a written reply within ten (10) days after the parties have met.

STEP THREE:

If the aggrieved employee is not satisfied with the disposition of the grievance ~~by the hearing officer~~, the grievance may be submitted to binding arbitration within thirty (30) days after the expiration of STEP 3.

- A. A request for a list of arbitrators shall be made to the Public Relations Commission by a moving party, and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator. The parties may mutually agree to Hearing Officer for disciplinary matters.
- B. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and the issues submitted to him and consider no other(s).
- C. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any part hereto a limitation or obligation not provided in this Agreement.
- D. The arbitrator's award on the merits of any grievance within their jurisdiction and authority as provided in this Agreement shall be binding upon the parties.
- E. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits for processing the grievance at any step in the grievance procedure.
- F. Agents of the Union who are not employees of the Township may be permitted to visit the employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the Township's work by such agents.
- G. The Township and the Union further agree to give reasonable consideration to the request of either party for meetings to discuss grievances pending at any step.

Section 22-4: Compensation for Grievance Time

If the attendance at meetings set by the Township of its representatives for adjustment or settlement of differences or grievances require any Shop Steward or member to leave their work, such member or members shall receive straight-time hourly pay while engaged in attending such

meetings for the hours lost from work. The Township and the Union agree that the representative shall number not more than two (2) employees unless mutually agreed.

Section 22-5: Time Limits:

Time limits as set forth in the Grievance Procedure and the Arbitration clause are to be strictly construed. If the Township or the Union neglects to perform any function in the above Grievance procedure within the time limits specified, then the said grievances shall be considered forfeited. The time limits set forth may be extended only by written agreement.

Section 22-6:

The Recording Secretary of the Union shall furnish the Township with a list of the Grievance Committee and Shop Stewards members. In the event such members are from time to time changed, the Recording Secretary of the Union shall send the Township a list of such changes.

ARTICLE 23
DISCIPLINARY ACTION

- A. Discipline of an employee shall be imposed for good and just cause according to law.
- B. The name of any employee who is notified of suspension or dismissal shall be transmitted to the Union immediately, but not later than forty-eight (48) hours after such notice.
- C. It is the intention of the Township to implement discipline in a progressive manner. Discipline shall normally be imposed in the following manner:
1. Oral Warning – issued by the immediate supervisor or Department Head of the employee. Oral Warnings shall be recorded in the employee's personnel record for historical and chronological reference but can only be used for progressive discipline if the nature of the offense is the same or substantially similar.
 2. Written Warning/Reprimand – issued by the immediate supervisor or Department Head to an employee. Written Warning/Reprimand shall be recorded in the employee's personnel record for the purpose of progressive discipline.
 3. Minor Disciplinary Action – consists of a fine or suspension up to five (5) days. Minor Discipline shall be recorded in the employee's personnel record for the purpose of progressive discipline. An employee may dispute minor disciplinary actions through Step 2 of the grievance procedure as set forth in Article 19 of this Agreement.
 4. Major Suspension – consists of a fine or suspension over five (5) days after determination of Departmental Hearing. Major Discipline shall be recorded in the employee's personnel record for the purpose of progressive discipline. An employee may dispute major disciplinary actions through Step 3 of the grievance procedure as set forth in Article 19 of this Agreement. An employee may, (1) waive Step 3 or (2) not agree with the decision rendered at Step 3, and appeal the major disciplinary action in accordance with the rules established by Civil Service.
- D. It is recognized that any of the steps listed above could be bypassed depending on the severity of the infraction. It is also recognized that the Township can issue fines in accordance with N.J.A.C. 4A:2-2.4.

ARTICLE 24
HEALTH BENEFITS

Section 24.1

The Township shall provide health insurance coverage to employees in accordance with their current group health plan coverage in the following categories: medical/hospitalization, prescription drugs, dental and optical; any change in coverage shall be equal to or better than current coverage.

Section 24.2

To qualify for coverage, employees must be scheduled to work Thirty-five (35) hours or more hours per week.

Section 24.3

All employees shall pay a cost contribution for Health/Prescription Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, and no employee will pay less than one and one-half (1.5%) percent of their annual pensionable salary in accordance with P.L. 2010, Chapter 2, whichever is greater. (See, Schedule C).

Payments shall be made by way of withholdings from each employee's payroll checks. The required employee payments will be made in equal bi-weekly payroll deductions.

The Township shall establish and adopt a Section 125 Plan so that said contribution would be "pre-tax".

Section 24.4

Effective immediately, the Township may satisfy its agreement to provide coverage under the NJSHBP Direct 15 Plan by providing coverage under the NJSHBP 2030 Plan or substantially similar plan, for the life of this Agreement.

- a. All health plan coverage and costs are subject to statutory and regulatory provisions and may be subject to modification as may be required by law, for which changes the Township may not be held responsible.

Section 24.5

- A. Prescription plan benefits shall be available to employees and to qualified dependents for prescription fills as ordered by qualified medical providers. Prescription fills shall be

available at the retail pharmacies for fills under industry standards and plan restrictions. Employees shall pay the co-pay set by the Plan. The stated co-pay under the SHBP Plan shall cover up to a thirty (30) day retail supply of the prescription. Where the mail order prescription plan is available and utilized, the stated co-pay under the SHBP Plan shall cover up to a ninety (90) day supply of the prescription. The Township shall continue prescription coverage equivalent to or better than the ~~current~~ selected SHBP Plan.

- B. The Township shall continue dental coverage equivalent to or better than the then current Plan.
- C. The Township shall continue optical coverage equivalent to or better than the then current Plan.
- D. The Township shall have the right to substitute insurance carriers or plans or implement a self-insured health benefits plan that provides eligible employees and eligible family members with benefits equivalent to or better than the benefits provided under the plan or plans currently in effect.
- E. In the event that the Township seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the Township agrees to provide the Union with a minimum of thirty (30) days' notice before any such change is to take place, in order to permit the Union and the Township to meet and discuss the proposed change and the effect of such change on bargaining unit employees, upon request.
- F. When an employee has dependent(s) covered under the Township's Health Benefits Plan, and such dependent(s) subsequently become ineligible to participate in the Township's Health Benefits Plan due to age, death, divorce, (or) otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the Township's Business Administrator of the change in coverage. If the employee fails to give said notification, the employee will be required to reimburse the Township for expenditures made relating to the insurance coverage of said dependent(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.

- G. The Township will pay the full costs of any additional fees or tax on insurance premiums as part of the Affordable Care Act if and when such a fee/tax is enacted.
- H. Employee shall have the ability to opt-out of health insurance consistent with State and Federal Law and at the sole discretion of the Township, employees whom opt-out shall receive a lesser of 25% of the health insurance premium saved or up to five thousand (\$5,000) dollars. Employees who obtain optional coverage through the State Health Benefits Plan (SHBP) do not qualify for this so long as the Township is in the SHBP.
- I. The Township will continue to pay for the non-contributory life insurance portion of the employee's Group Life Insurance Plan under SHBP or its equivalent.
- J. The Township will continue to make full contributions for each employee enrolled in the Public Employees Retirement System.
- K. Should an employee in good standing (e.g., no open disciplinary charges) pass away before their retirement, all outstanding wages and accrued leave time shall be paid to the employee's spouse or estate, whichever is legally appropriate, within a reasonable period of time, not to exceed forty-five (45) days, unless a longer period is directed by the court. The employee's spouse will also be provided medical and prescription coverage as established herein for three (3) months following the employee's death, and thereafter, the spouse will be permitted to be provided medical and prescription coverage pursuant to COBRA payments for a maximum of one (1) year from the employee's date of death. However, said benefits shall immediately cease upon remarriage, or if they are employed and/or, if become employed regardless of the benefits levels that are available under their employer.
- If pending disciplinary charges are pending, the Township at its sole discretion may impose the penalty sought as a reduction to monies owed, or decide to drop the pending charges.

ARTICLE 25
RETIREMENT

Section 25.1

Employees shall retain all pension rights under Public Employees Retirement System.

Section 25.2 – Health Benefits

1. Consistent with the current municipal Ordinance, all full-time employees who leave the Township’s employ will be provided post-retirement health insurance as follows:

2.

A. Employees employed by the Township As of May 8, 2022.

All covered members who end their employment with the Township through a qualified service retirement, early retirement, or disability retirement as established by and under the NJ Public Employees Retirement System and their spouse shall continue to receive health insurance benefits which shall be defined as Medical/Prescription/Dental/Vision) as afforded to all other Township employees until they qualify for Medicare.

B. Employees employed by the Township After May 8, 2022.

All covered members who end their employment with the Township through a qualified service retirement, early retirement, or disability retirement as established by and under the NJ Public Employees Retirement System ~~and their spouse~~ shall continue to receive health medical and prescription benefits as afforded to all other Township employees until they qualify for Medicare

C. Service Retirement: Tier 1 (enrolled prior to July 1, 2007) and Tier 2 (on or after July 1, 2007, and prior to November 2, 2008) members upon reaching age 60 or older; or Tier 3 (enrolled on or after November 2, 2008, and on or before May 21, 2010) and Tier 4 (enrolled after May 21, 2010, and before June 28, 2011) members upon reaching age 62 or older; or Tier 5 (enrolled after June 28, 2011) members upon reaching age 65.

D. Early Retirement: Available to members who have 25 years or more of pension membership service credit before reaching age 60 for Tier 1 and Tier 2 members,

or before age 62 for Tier 3 and Tier 4 members; or have 30 years or more of pension membership service credit before age 65 for Tier 5 members.

- E. Disability Retirement: Available for Tier 1, Tier 2, and Tier 3 members. Tier 4 and Tier 5 members may be eligible for disability insurance coverage.
3. Notwithstanding the terms set forth in Section 1 (A) & (B), the P.L. 2011, Chapter 78 requirement for retiree health insurance contributions does not apply to employees who had twenty (20) years or more of service in a state or local retirement system as of June 28, 2011, and/or meet the eligibility requirements N.J.S.A. 40A:10-23.
- a. Under Chapter 78, if an employee had twenty (20) or more years of service credit before June 28, 2011, they would only contribute one and one-half (1.5%) percent of their retirement allowance provided they retired with twenty-five (25) years of credible service pursuant to P.L. 2010, Chapter 2.
- b. At no time shall any retired employee hired after May 21, 2010, contribute less than one and one-half (1.5%) percent of their retirement allowance pursuant to P.L. 2010, Chapter.
4. Upon becoming eligible for Medicare, the retiree shall no longer be eligible for Township-provided health insurance benefits of any kind. After reaching Medicare age, the Township will pay for supplemental insurance pursuant to the provisions under the New Jersey State Health Benefits Plan, but the Township shall not be responsible for any payments under Medicare Parts A, B or D. Employees hired after May 8, 2022, shall not be eligible for supplemental insurance paid by the Township.
5. Should an employee, who is employed on or before May 8, 2022 and retire after January 1, 2022, pass away, the employee's spouse will be provided medical and prescription coverage as established herein until the surviving spouse reaches Medicare age. However, all said benefits shall immediately cease upon remarriage. This provision shall not apply to employees hired after May 8, 2022, as spouse of retirees shall not be eligible for coverage.
6. At any point, that an employee's surviving spouse (except if ineligible for benefits as set forth above) be employed or accepts employment where they have access to health care

through that employer, the surviving spouse shall be required to accept such health care benefits regardless of the benefit level. The failure of the surviving spouse to accept health benefits from their employer shall result in an immediate waiver of health benefits.

**ARTICLE 26
DURATION OF CONTRACT**

This Agreement shall be effective April 1, 2021 and shall continue in full force until December 31, 2026, or until a new Agreement is executed. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party in writing not less than sixty (60) days prior to such expiration date.

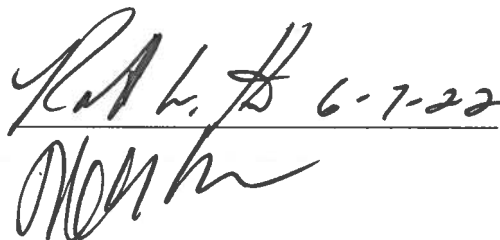
It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.

IT WITNESS WHEREOF, the parties have hereunto affixed their signatures this 24th day of May, 2022

FOR THE TOWNSHIP:



FOR THE UNION:



SCHEDULE A

	Qualifying Rate			
	<u>2021</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Class I	16.3269	16.7555	17.5933	18.6488
Class II	17.8269	18.2949	19.2096	20.3622
Class III	20.3269	20.8605	21.9035	23.2177
Class IV	21.3269	21.8867	22.9811	24.3599
Class V	22.8269	23.4261	24.5974	26.0733

SCHEDULE A-1

<u>Employee Name</u>	<u>4/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
Blood, David	23.8539	24.6888	25.5529	26.4473	27.1746	27.9219
Creamer, Zachary		16.7555	17.5933	18.6488	19.1617	19.6886
Hutchinson, Hunter	16.3269	16.7555	17.5933	18.6488	19.1617	19.6886
Kern, Nelson	27.0932	28.0415	29.0229	30.0387	30.8648	31.7136
Payne, Andrew		20.8605	21.9035	23.2177	23.8562	24.5122
Pileri, John	19.5270	20.2104	20.9178	21.6499	22.2453	22.8570
Sibitzky, Brandon	16.3269	16.7555	17.5933	18.6488	19.1617	19.6886

The parties agree that retroactive pay will back to April 1, 2021 but shall be payable only to those employees employed by the Township on the execution date of this Agreement.

SCHEDULE "B"
CLASSIFICATIONS AND TITLES

Step I	LABORER
Step II	TRUCK DRIVER (CLASS B)** CERTIFIED PESTICIDE APPLICATOR (1)
Step III***	TRUCK DRIVER (CLASS A) MECHANIC/TRUCK DRIVER
Step IV***	HEAVY EQUIPMENT OPERATOR (1) OR HEAVY EQUIPMENT OPERATOR/MECHANIC (1)
Step V***	SUPERVISING HEAVY EQUIPMENT OPERATOR (1) SENIOR MECHANIC (1)

**Positions require a minimum of a CDL Class B license with proper endorsements.

***Positions require a minimum of a CDL Class A license with proper endorsements.

Failure to maintain requirements may subject the employee to disciplinary action, up to and including termination.

SCHEDULE C

The amount of premium sharing paid by employees for medical and prescription drug benefits coverage for the employee and any dependent shall be either 1.5% of their base salary or according to the contribution schedule below, whichever contribution amount is greater:

A. For Family Coverage Or Its Equivalent, the payment of the cost of coverage will be as follows for an employee who earns:

- i. less than \$25,000 shall pay 3 percent;
- ii. \$25,000 or more but less than \$30,000 shall pay 4 percent
- iii. \$30,000 or more but less than \$35,000 shall pay 5 percent;
- iv. \$35,000 or more but less than \$40,000 shall pay 6 percent;
- v. \$40,000 or more but less than \$45,000 shall pay 7 percent;
- vi. \$45,000 or more but less than \$50,000 shall pay 9 percent;
- vii. \$50,000 or more but less than \$55,000 shall pay 12 percent;
- viii. \$55,000 or more but less than \$60,000 shall pay 14 percent;
- ix. \$60,000 or more but less than \$65,000 shall pay 17;
- x. \$65,000 or more but less than \$70,000 shall pay 19 percent;
- xi. \$70,000 or more but less than \$75,000 shall pay 22 percent;
- xii. \$75,000 or more but less than \$80,000 shall pay 23 percent;
- xiii. \$80,000 or more but less than \$85,000 shall pay 24 percent;
- xiv. \$85,000 or more but less than \$90,000 shall pay 26 percent;
- xv. \$90,000 or more but less than \$95,000 shall pay 28;
- xvi. \$95,000 or more or but less than \$100,000 shall pay 29 percent;
- xvii. \$100,000 or more or but less than \$110,000 shall pay 32 percent;
- xviii. \$110,000 or more shall pay 35 percent

B. For Individual Coverage Or Its Equivalent, the payment of the cost of coverage will be as follows for an employee who earns:

- i. less than \$20,000 shall pay 4.5 percent;
- ii. \$20,000 or more but less than \$25,000 shall pay 5.5 percent;
- iii. \$25,000 or more but less than \$30,000 shall pay 7.5 percent;
- iv. \$30,000 or more but less than \$35,000 shall pay 10 percent;
- v. \$35,000 or more but less than \$40,000 shall pay 11;
- vi. \$40,000 or more but less than \$45,000 shall pay 12 percent;
- vii. \$45,000 or more but less than \$50,000 shall pay 14;
- viii. \$50,000 or more but less than \$55,000 shall pay 20 percent;
- ix. \$55,000 or more but less than \$60,000 shall pay 23;
- x. \$60,000 or more but less than \$65,000 shall pay 27 percent;
- xi. \$65,000 or more but less than \$70,000 shall pay 29 percent;
- xii. \$70,000 or more but less than \$75,000 shall pay 32 percent;
- xiii. \$75,000 or more but less than \$80,000 shall pay 33 percent;
- xiv. \$80,000 or more but less than \$95,000 shall pay 34 percent;
- xv. \$95,000 or more shall pay 35 percent;

C. For a member with child or spouse coverage or its equivalent, the payment of the cost of coverage will be as follows for an employee who earns:

- i. less than \$25,000 shall pay 3.5 percent;
- ii. \$25,000 or more but less than \$30,000 shall pay 4.5 percent;
- iii. \$30,000 or more but less than \$35,000 shall pay 6 percent;
- iv. \$35,000 or more but less than \$40,000 shall pay 7 percent;
- v. \$40,000 or more but less than \$45,000 shall pay 8 percent;
- vi. \$45,000 or more but less than \$50,000 shall pay 10 percent;
- vii. \$50,000 or more but less than \$55,000 shall pay 15 percent;
- viii. \$55,000 or more but less than \$60,000 shall pay 17 percent;
- ix. \$60,000 or more but less than \$65,000 shall pay 21 percent;
- x. \$65,000 or more but less than \$70,000 shall pay 23 percent;
- xi. \$70,000 or more but less than \$75,000 shall pay 26 percent;
- xii. \$75,000 or more but less than \$80,000 shall pay 27 percent;
- xiii. \$80,000 or more but less than \$85,000 shall pay 28 percent;
- xiv. \$85,000 or more but less than \$100,000 shall pay 30 percent;
- xv. \$100,000 or more shall pay 35 percent.