

ARTICLES OF AGREEMENT
DENNIS TOWNSHIP

AND

LOCAL UNION 1293
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
AFL-CIO

April 1, 2016 through March 31, 2021

DATED:

~~December 13~~ November 15, 2016

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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 _____ 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 1

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.

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 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 by 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 Municipal Clerk.

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 in Exhibit "AA" 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 its being earned.

ARTICLE 3

MANAGEMENT RESPONSIBILITIES

Section 3-1:

The management of the business and the direction of the working force shall remain exclusively with the Township including the right to hire, assign, promote and discharge for just cause, to determine methods or equipment, to determine work assignments and schedules, to determine materials to be used and services to be rendered to the public, activities to be engaged in, to transfer or, to maintain fair and uniform discipline of its employees, provided, however, that this section of the Agreement will not be used to alter any other provisions of this Agreement and such rights as are herein reserved to the Township shall be subject to the terms and conditions of 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, by discrimination in respect to hire, or tenure of employment, attempt to discourage membership in the union.

Section 4-2:

Designated union representatives shall, upon prior and reasonable notification, 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 representatives 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 his 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, concentered slowdown, or condoned wildcat strike, it being the desire of both parties 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. There shall be no discrimination by the Township or the Union against any employee because of sex, race, color, national origin, or creed.

ARTICLE 5

UNION SHOP/AGENCY SHOP

Section 5-1:

The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority

representative. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

Section 5-2:

In the monthly report to the Union office, specified in paragraph A above, the Township shall provide, inter alia, the following:

1. An indication of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing leave of absence during the previous thirty (30) days.

ARTICLE 6

UNION DUES DEDUCTION/CHECK OFF

Section 6-1:

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

Section 6-2:

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) days of the succeeding month after such deduction were made.

Section 6-3:

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 6-4:

If during the life of this Agreement if 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 an official notification

letterhead of the Local Union and signed by the President of the Local Union advising of such changed deductions.

Section 6-5:

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 6-6:

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 deduction.

ARTICLE 7

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 or applications shall continue in full force and effect.

ARTICLE 8

GENERAL PROVISIONS

Section 8-1:

The Township shall provide Bulletin Boards at each time clock.

Section 8-2:

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 signature of the Local Union President and his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.

Section 8-3:

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

Section 8-4:

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

Section 8-5:

All permanent part time employees covered by this Agreement (excluding seasonal and temporary employees) shall be entitled to sick leave, vacations, and holidays on a prorated basis. All salaries for permanent part-time employees shall be in accordance with the hourly rates established in this Agreement.

ARTICLE 9

LEAVES OF ABSENCE

Section 9-1 – 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 leaves 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 benefits of the New Jersey/Temporary Disability program.

Section 9-2 – Funeral Leave:

A paid leave of absence of five (5) days will be granted in the event of the death of an employee's spouse, parent, child, stepchild, brother or sister; five (5) days in the event of the death of a stepparent, grandfather, grandmother, in-laws, grandchild of an employee.

Section 9-3 – Leave for Union Representatives:

Employees who are 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 9-4 – Jury Duty:

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

Section 9-5 – Personal Leave of Absence:

Leave of absence for employees shall be granted as provided under N.J. Department of Personnel statutes, rules and regulations, except as otherwise provided.

A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his 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 as considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months with the approval of the employer and the N. J. Department of Personnel.

Employees returning from an authorized leave of absence for illness, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, accrued sick or vacation time earned during the period of leave of absence. The employer will notify the employee if the leave of absence will result in the loss of accrued sick or vacation time.

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

Section 9-6 – Seniority During Leave of Absence:

During any leave of absence automatically granted or granted in writing under this Article, the employee's seniority and service shall accumulate.

Section 9-7 – 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 their rights under the Act. 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 10

SERVICE OF ARMED FORCES

MILITARY LEAVE

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

ARTICLE 11

SENIORITY

Section 11-1 – 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.
- b.) Except where Civil Service statutes provide otherwise, in cases or provisional promotions, promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, the determining factors shall be seniority, performance, qualifications and ability.

Section 11-2:

All new employees hired by the Township into bargaining unit positions shall serve a six (6) month probationary period. During this time, discipline and discharges of these employees 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. Employees shall be placed on seniority list as of the first day of employment and upon completion of the above period. Provisional 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 provisional period of employment.

Section 11-3:

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

- 1.) Voluntary resignation;
- 2.) Retirement;
- 3.) Failure to return to work at the conclusion of a leave of absence, vacation or suspension; or
- 4.) Termination in accordance with Article 13.

Section 11-4:

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 employer 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 and accumulated sick time accrued as of the effective date of resignation in accordance with the provision of Section 15-9. If notice is not given as provided above, an employee will not be entitled to such payment.

ARTICLE 12

PROMOTIONS AND VACANCIES

Section 12-1 – Filling of Vacancies:

- a.) A vacancy is defined as:
 1. A job opening in an existing classification where an employee's employment relationship in the 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 two (2) weeks, except by mutual agreement.
2. The posting will remain on the bulletin board for a period 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 posting 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 Municipal Clerk or his/her designee to review the seniority lists by classification, to determine the successful bidder.
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, an interview shall be conducted by the supervisor to explain the duties of the job, special requirements, etc.

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

If there are no employees 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.

8. Entry level jobs will not be posted, except where required by Civil Service.

Section 12-2:

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 of this contract.

Section 12-3:

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 his former job and rate previously held he shall be returned without loss of his seniority.

Section 12-4:

When an employee is assigned to do work of a classification for four (4) hours or more carrying a higher rate, he/she shall receive for the entire daily work period the higher rate of pay.

ARTICLE 13

DISCHARGES

Section 13-1:

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

Section 13-2:

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

Section 13-3:

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

ARTICLE 14

SEVERANCE PAY

Section 14-1:

Regular employees who have completed one (1) year or more of continuous service and who are permanently released from employment because of a layoff shall be given an allowance of one (1) week's base pay at the time of the release for each full year of continuous service.

Section 14-2:

Severance pay benefits shall not apply to employees discharged for just cause, resigning, quitting, retiring on pension from the Township, leaving the employment of the Township because of compensable disability, or taking a leave of absence.

Section 14-3:

The acceptance of a severance allowance from the Township shall serve to abolish and annul any and all seniority ratings or reinstatement privileges. Should a separated employee, after having accepted severance pay, as herein provided, be re-employed by the Township, he shall assume the status of a probationary employee.

Section 14-4:

Severance benefits shall be in addition to any earned vacation or sick leave benefits for which the separated employee is eligible.

ARTICLE 15

VACATIONS

Section 15-1:

An annual vacation with pay at the straight time hourly rate shall be granted each employee in the bargaining unit covered by this Agreement, effective as of each employee's anniversary date of employment, in accordance with the following schedule:

- 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 15-2:

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

Section 15-3:

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

Section 15-4:

The Township shall furnish forms to the employee by January 30th of each year, which are to be filled in by the employee indicating his 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 15-5:

If for convenience in 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 his current vacation eligibility period.

Section 15-6:

If conditions arise (either because of 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 15-7:

- A. In the event 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 recall, the employee shall receive one-half (1/2) times his 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 recall period. This provision does not increase an employee's normal vacation or holiday entitlements.

Section 15-8:

Any employee who has qualified for a vacation and who leaves the Township after giving two (2) weeks notice to the Township of his 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 15-1 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 15-9:

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

Section 15-10:

Vacations shall be scheduled, insofar as possible, in accordance with the employee's desires, in the order of the employee's Township seniority, and the availability of other employees to cover.

The number of employees in any single work group who are permitted to be on vacation at any one time shall be governed by the Township's determination of the work needs of that work group.

ARTICLE 16

JOB CLASSIFICATIONS/WAGE PROGRESSION

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.

WAGES

All employees covered 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 the negotiated adjustments listed in this Article.
- b.) All salaries shall be adjusted by the following amounts in accordance with the following schedule:

April 1, 2016	2.0% Increase
April 1, 2017	2.0% Increase
April 1, 2018	2.0% Increase
April 1, 2019	2.0% Increase

April 1, 2020 2.0% Increase
(2016 increases will be retroactive for current employees only)

- c.) New employees shall be paid in accordance with "" for their specific job title. Thereafter an employee shall receive salary increases based on the starting salary in accordance with the scheduled increases listed in Section B in this Article.
- d.) When a qualified employee is promoted to a different job title he/she will be moved to the next highest wage within the wage progression chart "Schedule B" or maintain his/her current salary whichever is greater. The increase will be effective the date of the promotion by the Township.
- e.) If the employee fails to complete the promotion process he/she will be returned to the previous job title.
- f.) There shall be a premium of \$1.00 per hour for all employees holding a valid Class A CDL license. Township shall reimburse employees for any initial cost associated with obtaining this licence.
- g.) The title of Heavy Equipment Operator shall be created for two employees. Employees for these titles will be selected through Civil Service procedures. Eligible employees must possess a valid Class A CDL license to qualify for this title. Employee's promoted to this title from the title of Laborer, Mechanic or Truck Driver shall receive a minimum of a \$0.50 per hour raise.
- h.) No employee shall receive less than a \$500.00 wage increase in any given year after consideration of any increase in health insurance contribution percentage (i.e. a change in tier under Chapter 78 or similar law) and or increase in overall premium (i.e. the cost of the plan goes up), but said consideration shall not occasioned by an employee's change in plans (i.e. employee chooses a higher cost plan) or plan status (i.e. single to family, etc.)

ARTICLE 17

HOURS OF WORK

Section 17-1:

The normal workday shall consist of eight (8) consecutive hours and the normal work week shall consist of five (5) consecutive work days with two consecutive days of rest. While there is not any guarantee of work, the regular hours for bargaining unit employees shall be between 6:00 AM to 3:00 PM, Monday through Friday, or as mutually agreed in advance.

Section 17-2:

Wages for this period will be paid bi-weekly on Friday.

Section 17-3:

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

Section 17-4:

It is the right of the Township 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 his regular classification.

Section 17-5:

The Township shall continue to pay its employees bi-weekly, paychecks being delivered on every other Friday. 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 18

OVERTIME

Section 18-1:

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 (1 ½) their straight time rate for all hours worked on their first day of rest provided the employee has worked all of his scheduled work hours during the work week.
- 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 requirements of the business.
- 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 preceding or directly after an employee's shift; which shall be treated in accordance with 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.

ARTICLE 19

HOLIDAYS

Section 19-1:

It is the intent of the parties hereto that all employees possible will be granted the following listed holidays or days publically observed as the holiday off with pay as set forth in Section 19-3. 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
Lincoln's Birthday	President's Day
Good Friday	Memorial Day
Independence Day	Employee's Birthday
Labor Day	Columbus Day
Election Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Day	

Section 19-2:

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 19-3:

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, he/she shall be given eight (8) hours pay, and in addition, double his 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 20

CONTRACTING OUT WORK

Section 20-1:

It will be the policy of the Township 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 20-2:

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.

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 20-3:

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 20-4:

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

ARTICLE 21

GENERAL WORKING CONDITIONS

Section 21-1:

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 with the Union representatives on the Safety Committee, before becoming effective.

Section 21-2:

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

Section 21-3:

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 his negligence. Employees shall wear uniforms if supplied or available.

Section 21-4:

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 21-5:

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 21-6:

The principal function of a supervisor is to supervise.

Section 21-7:

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

Section 21-8:

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 employees' 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 21-9:

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 21-10:

No warning or derogatory notation against an employee's record shall be used against an employee for disciplinary purposes unless the employee has received a written warning or notice at the time. The employee or Union shall have the right to process a grievance within ten (10) days from the date of receiving such written warning or notice.

Section 21-11:

Payment of wages shall be made bi-weekly, on Friday, by check, and shall include all wages due for the payroll week ending that day. In the event that a Holiday falls on Friday, all paychecks shall be distributed on the preceding Thursday.

Section 21-12:

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 21-13:

In the event of an accident requiring an investigation, the same will be made by the appropriate Safety Committee, which shall include at least three (3) representatives of the Union. In the event the Union deems the report of an accident investigation to be unfair to the employee involved, the Union may invoke the Grievance Procedure therein provided.

Section 21-14:

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.

Section 21-15:

Any mistake in the computation of employees' pay shall be corrected by the Township 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 21-16:

It is agreed that the Township may, at its option, provide benefits equal to those referred to herein through carriers 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.

A joint management/Union Committee shall be established for the specific purpose of exploring all avenues of medical/dental/prescription cost containment. Plans shall remain noncontributory for the entire term of this Agreement.

Section 21-17:

The Township shall provide a Sick and Personal Leave Plan for all permanent Employees as follows:

- 1.) After initial month, one (1) sick day per month.
- 2.) All employees as of every January 1st will be eligible to receive fifteen (15) paid sick days and three (3) paid personal days each year. Employees shall be entitled to carry unused sick days over from year to year. Upon retirement, employees shall be entitled to payment for no more than fifty (50) percent of unused sick days up to \$12,000.00 dollars. Statements of available sick and personal days shall be issued to each employee on the first payday after January 1st of each year.
- 3.) Employees must promptly report in to their supervisor prior to their shift in order to be eligible to receive sick pay, except in emergencies or in non-foreseeable circumstances.
- 4.) Sick days are to be used strictly for illness. The Township may require a doctor's note from any employee if it can produce a pattern of abuse of sick leave privileges.

Section 21-18:

When an employee works sixteen or more hours in any 24-hour period, he shall be entitled to a rest period of eight consecutive hours before returning to work. If this rest period extends into his regular scheduled working hours he shall be paid a straight time rate for all time falling within his 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, he shall be compensated for such time worked at 2 times his regular straight time rate.

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 a specific provision of this Agreement. It is agreed that harmonious-relationships between the parties require the prompt filing and disposition of grievances, which shall be settled in the following manner.

Section 22-2: Grievance Procedure

STEP 1

Any employee, believing that he or she has suffered a grievance, shall, within ten (10) calendar days of the occurrence, or within ten (10) calendar days of becoming aware of this incident giving rise to the grievance discuss the matter with his immediate supervisor. A shop steward may be present at this meeting. Failure to observe the aforementioned time limitation shall be deemed as a waiver and the grievance will be regarded as abandoned. For grievances arising out of discipline, the "occurrence" shall be the day the employee receives notice of discipline. The immediate supervisor shall give an oral reply to the employee within ten (10) calendar days after submission of the grievance.

STEP 2

If the grievance has not been adjusted under STEP 1, then within ten (10) calendar days of the supervisor's reply, the grievance shall be reduced to writing upon 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 Municipal Clerk. The Township Committee through the Municipal Clerk or designated representative and the Local Union Shop Steward shall meet within ten (10) calendar days after the receipt of the written grievance in an attempt to settle the grievance. The Township Committee through the Municipal Clerk or designated representative shall provide the employee and the Local Union Shop Steward with a written reply within (10) days after the parties have met.

STEP 3

If the grievance has not been adjusted under STEP 2, then within ten (10) calendar days of the Township Committee through the Municipal Clerk's reply, the grievance shall be submitted to the Township Committee through the Municipal Clerk and the President of the Local Union. An International Representative will be present to assist the Local Union.

STEP 4

If the aggrieved employee is not satisfied with disposition of the grievance by the hearing officer, the grievance may be submitted to a 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.
- B. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and to the issues submitted to him and considers 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 award of the arbitrator on the merits of any grievance within his 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 employer, may be permitted to visit the employees during working hours, at their work stations, for 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 employer's work by such agents.
- G. The employer and the union further agree to give reasonable consideration to request of either party for meetings to discuss grievance pending at any step.

Section 22-3: 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 his 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 agrees that is representatives shall number not more than two (2) employees, unless mutually agreed.

Section 22-4: 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 22-5:

The Recording Secretary of the Union shall furnish the Township with a list of the members of the Grievance Committee and Shop Stewards. 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

WORKER'S COMPENSATION STATEMENT

- A. When an employee is injured on duty, he/she shall receive Worker's Compensation due to him/her at the required percentage established statutorily.
- B. Employees leaving the assigned work premises, while on break, do so at their own risk from a Worker's Compensation standpoint, as coverage is not provided.
- C. In the event that any employee is injured on the job, the employer shall pay such employee his day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the

balance of his regular shift of that day. An employee who is required by Worker's Compensation panel of physicians to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

- D. An employee shall report an on-the-job injury immediately to his supervisor. An employee injured on the job will be required to report to a Township physician for the necessary treatment. Only during an emergency may a physician other than those designated by the Township treat an employee.

ARTICLE 24

DISCIPLINARY ACTION STATEMENT

- 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 of the employee.
 - 2. Written Warning – issued by the immediate supervisor to an employee.
 - 3. Written Reprimand – issued to an employee, the written reprimand shall be inserted in the employee's personnel file.
 - 4. Minor Disciplinary Action – consists of a fine or suspension up to five (5) days.
 - 5. Major Suspension – consist of a fine or suspension over five (5) days after determination of Departmental Hearing.

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 25

WORK BOOTS

Beginning in 2017, employees will receive \$175.00 per year in lieu of Township supplied boots. Employees are required to purchase and wear OSHA approved work boots.

ARTICLE 26

CLOTHING ALLOWANCE

Carhart Outerwear shall be supplied by the Township to the employees on the following dates during the term of this agreement: August 1, 2017, August 1, 2018, August 1, 2019, August 1, 2020. and August 1, 2021.

The parties agree to a reopener to this article in anticipation of the expiration of the Township's current contract with G&K Services (November 30, 2018). The Union shall make any proposals for a change at least 45 days prior to November 30, 2018).

ARTICLE 27

HEALTH BENEFITS

The Employer 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. To qualify for coverage, employees must be scheduled to work twenty five (25) hours or more hours per week. 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 Employer may not be held responsible.

1. Employees shall contribute toward their Medical and prescription benefits in accordance with the chart below:

Employee Health/RX Contribution Chart

Salary	Single	Employee & Children	Employee & Spouse	Family
Less than \$29,999.00	5.5 %	04 %	4.5 %	4.5 %
\$30,000 to \$34,999.00	10 %	06 %	06 %	05 %
\$35,000 to \$39,999	11 %	07 %	07 %	06 %
\$40,000 to \$44,999	12 %	08 %	08 %	07 %
\$45,000 to \$49,999	14 %	10 %	08 %	07 %
\$50,000 and Up	20 %	15 %	15 %	12 %

2. 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 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 shall cover up to a ninety (90) day supply of the prescription. The

Employer shall continue prescription coverage equivalent to or better than the then current Plan.

3. The Employer shall continue dental coverage equivalent to or better than the then current Plan.
4. The employer shall continue optical coverage equivalent to or better than the then current Plan.
5. The Employer shall have the right to substitute insurance carriers or plans or to implement a self-insured health benefits plans that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits provided under the plan or plans currently in effect.
6. In the event that the Employer seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the Employer agrees to provide the Union with at a minimum of thirty (30) days of notice before any such change is to take place, in order to permit the Union and the Employer to meet and discuss the proposed change and the effect of such change on bargaining unit employees, upon request.
7. When an employee has dependent(s) covered under the Employer's Health Benefits Plan and such dependent(s) subsequently become ineligible to participate in the Employer'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 Employer's Municipal Clerk of the change in coverage. If the Employee fails to give said notification, the Employee will be required to reimburse the Employer 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.

Consistent with the current municipal Ordinance, the Employer will provide post retirement health insurance for current employees at the date of signing of this agreement and for their spouses for life after twenty five (25) years of service with the Employer. Post retirement health benefits for all employees hired after the effective date of this contract will be limited to the employee only and eligibility shall also require twenty five (25) years of service with the Employer.

8. 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.
9. Employee shall have the ability to opt out of health insurance consistent with State and Federal Law and shall receive lesser of 25% of the health insurance premium saved or five thousand (\$5,000.00) 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.
10. 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.
11. The Township will continue to make full contributions for each employee enrolled in the Public Employees Retirement System.

ARTICLE 29

TERMINAL LEAVE

A. Employees who have completed five (5) years or more of continuous service and who are permanently released from employment because of a layoff shall be paid terminal leave amounting to one (1) week's pay at the time of Release for each full year of continuous service. Terminal Leave shall not apply to employees discharged for just cause, resigning, quitting or retiring on pension from the Township, leaving the

employment of the Township because of compensable disability or taking a leave of absence.

B. The acceptance of a terminal leave allowance from the Township shall serve to abolish and annul any and all seniority ratings and reinstatement privileges. Should a separated employee after accepting terminal pay as herein provided, be re-employed by the Township within three (3) years, she/he shall have the choice of assuming the status of a probationary employee or paying back to the Township the total amount they received in terminal leave to regain the seniority and privileges they had at the time employment was terminated.

C. Terminal leave benefits shall be in addition to any earned vacation or sick leave benefits for which the separated employee is eligible.

ARTICLE 30

RETIREMENT

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

B. All full time employees who leave the Township's employ with twenty-five (25) years of service to the Township, or with twenty (20) years of service upon attaining the age of sixty-two (62), shall, for themselves and their spouses, continue to receive at no

cost the same health insurance benefits (Medical/RX/Dental/Vision) afforded to them at time of retirement until they qualify for Medicare at which time the Township will continue to supply the necessary supplemental insurance pursuant to the provisions existing with the New Jersey State Health Benefits Plan.

C. All employees who retire on an accidental disability pension or with 20 years of service with the Township on an ordinary disability pension, who have met the State of New Jersey Public Employees' Retirement System qualifications shall, for themselves and their dependents, continue to receive at no cost the same health insurance benefits (Medical/RX/Dental/Vision) afforded to them at time of retirement until they qualify for Medicare at which time the Township will continue the necessary supplemental insurance pursuant to the provisions existing with the New Jersey State Health Benefit Plan.

D. In the event that, at the time of the retired employee's death there is a surviving spouse, the township shall provide the same benefits to the surviving spouse as it would have provided to the retired employee. However, said benefits shall cease upon remarriage.

E. In the event that, at the time of the disabled retired employee's death there is a surviving spouse and dependents, the Township shall provide the same benefits to them as it would have provided to the disabled retired employee. However, said benefits to the surviving spouse shall cease upon remarriage and said benefits to dependents shall cease under the same terms as if the employee had continued to live (i.e. age restrictions etc.)

F. In the event that the Township, at its sole option, becomes self-insured or it provides any other form of comparable health insurance to full time employees, for medical coverage, the retired and disabled employees and their qualifying dependents, if any, shall receive the same benefits afforded to them at time of retirement including the same supplements then necessary to supplement Medicare benefits.

G. For all employees hired after the effective date of this contract, post- retirement health benefits discussed above will be limited to the employee only and eligibility shall also require twenty five (25) years of service with the Township or an approved accidental disability under the State of New Jersey Public Employees' Retirement System.

ARTICLE 31

DURATION OF CONTRACT

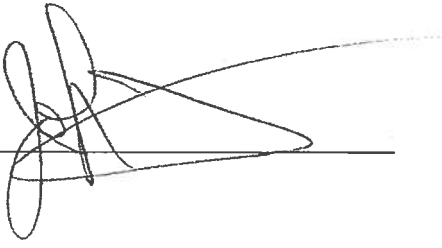
This Agreement shall be effective April 1, 2016 and shall continue in full force until December 31, 2021 or until a new Agreement is executed. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party in writing not less than sixty (60) days prior to such expiration date.

Section 1. It is agreed and understood between the parties that this agreement constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their
signatures

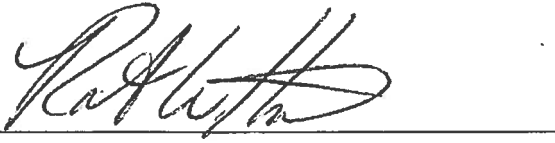
this day of 2016.

FOR THE EMPLOYER:



A handwritten signature consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned above a horizontal line.

FOR THE UNION:



A handwritten signature in cursive script, appearing to read 'R. H. H.', positioned above a horizontal line.

Schedule A
Township of Dennis

Public Works Department Hourly Wages

Retro to April 1, 2016

<u>EMPLOYEE</u>	<u>CURRENT WAGE</u>	<u>NEW WAGE</u>	<u>(4/1/16)</u>	<u>(4/1/17)</u>	<u>(4/1/18)</u>	<u>(4/1/19)</u>	<u>(4/1/20)</u>
David Blood	\$19.8508	\$ 20.2478	\$20.6528	\$21.0659	\$21.4872	\$21.9169	
Daniel Grace	\$25.1985	\$25.7025	\$26.2166	\$26.7409	\$27.2757	\$27.8212	
Randy Grant	\$17.8845	\$18.2422	\$18.6070	\$18.9791	\$19.3587	\$19.7459	
Nelson Kern	\$19.8508	\$20.2478	\$20.6528	\$21.0659	\$21.4872	\$21.9169	
Frank Laughlin	\$19.8508	\$20.2478	\$20.6528	\$21.0659	\$21.4872	\$21.9169	
John Pilleri	\$16.9377	\$17.2765	\$17.6220	\$17.9744	\$18.3339	\$18.7006	
Raymond Taylor	\$17.8845	\$18.2422	\$18.6070	\$18.9791	\$19.3587	\$19.7459	
Fredinand Tripoli	\$24.8968	\$25.3947	\$25.9026	\$26.4207	\$26.9491	\$27.4881	

Acknowledge Receipt of Chart: _____

Date: _____

If the Dennis Township Finance/Revenue Department does not receive any requested changes/adjustments by _____, 2016 at 3:00 pm, the above hourly rates will be used for Retro Checks and the processing of Regular Paychecks. Glenn Clarke

TOWNSHIP OF DENNIS

**CAPE MAY COUNTY
STATE OF NEW JERSEY**

RESOLUTION No. 2016-131

**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

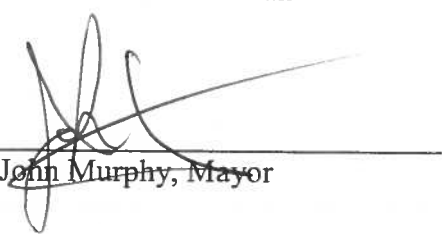
WHEREAS, the aforesaid Agreement was the result of good faith Collective Bargaining negotiations with the bargaining unit represented by IBEW 1293;

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  **ATTEST**

Jacqueline B. Justice, RMC/Clerk


John Murphy, Mayor

PRESENTED BY: TOZER

SECONDED BY: SALIMBENE

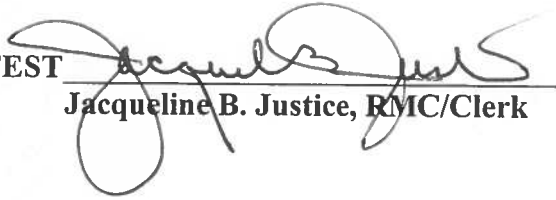
ROLL CALL VOTE:

AYES : FRY-DeROSE, TOZER, SALIMBENE & MURPHY
NAYS :
ABSTAINING:
ABSENT : O'CONNOR

RESOLUTION NO. 2016-131
PAGE 2

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 December 06, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST



Jacqueline B. Justice, RMC/Clerk

