

**Certification**

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2022 thru 12/31/2026.

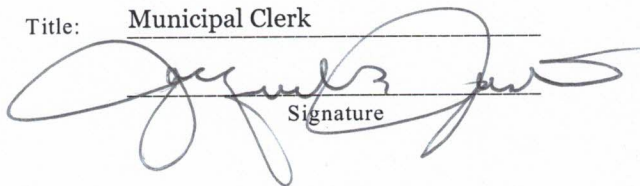
Employer: Township of Dennis

County: Cape May

Date: 12/27/2022

Name: Jacqueline B. Justice, RMC  
Print Name

Title: Municipal Clerk

  
Signature

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

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer:  County:

2 Employee Organization:  Number of Employees in Unit:

3 Base Year Contract Term:  New Contract Term:

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

4  Contract settled without neutral assistance

5  Contract settled with assistance of mediator

6  Contract settled with assistance of fact-finder

7  Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes  No

**SECTION III: Salary Base**

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

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

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

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="1/1/2022"/>	<input type="text" value="1/1/2023"/>	<input type="text" value="1/1/2024"/>	<input type="text" value="1/1/2025"/>	<input type="text" value="1/1/2026"/>
13 Cost of Salary Increments (\$)	<input type="text" value="7,707.13"/>	<input type="text" value="4,800.69"/>	<input type="text" value="4,980.72"/>	<input type="text" value="3,789.50"/>	<input type="text" value="3,893.71"/>
14 Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="7,707.13"/>	<input type="text" value="4,800.69"/>	<input type="text" value="4,980.72"/>	<input type="text" value="3,789.50"/>	<input type="text" value="3,893.71"/>
17 New Salary Base (\$)	<input type="text" value="128,018.48"/>	<input type="text" value="132,819.17"/>	<input type="text" value="137,799.89"/>	<input type="text" value="141,589.38"/>	<input type="text" value="145,483.09"/>
18 Percentage increase over prior year	<input type="text" value="6.41"/> %	<input type="text" value="3.75"/> %	<input type="text" value="3.75"/> %	<input type="text" value="2.75"/> %	<input type="text" value="2.75"/> %

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

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

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
		0	0	0	0	0	0
20	Totals(\$):	0	0	0	0	0	0

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

**SECTION VI: Medical Costs**

	Base Year	Year 1	
21	Health Plan Cost	\$62,544	\$57,174
22	Prescription Plan Cost	\$included	\$above
23	Dental Plan Cost	\$2637.60	\$2637.60
24	Vision Plan Cost	\$795.12	\$795.12
25	Total Cost of Insurance	\$65,976.72	\$60,606.72
26	Employee Insurance Contributions	\$10,632.48	\$9,719.58
27	Employee Contributions as % of Total Insurance Cost	17%	17%



Employer: Township of Dennis

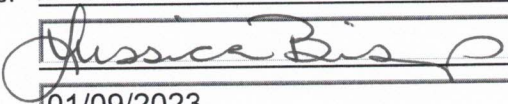
Employee Organization: Supervisors - IBEW Local 1293

**Section VI: Medical Costs (continued)**

**28** Identify any insurance changes that were included in this CNA.  
  
Change from NJ Direct 15 to NJ Direct 2030.  
Use Chapter 78 Contribution Chart.

**SECTION VII: Certification and Signature**

**29** The undersigned certifies that the foregoing figures are true:

Print Name: Jessica Bishop  
Position/Title: Administrator/CFO  
Signature:   
Date: 01/09/2023

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

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

Revised 8/2016



**TOWNSHIP OF DENNIS**

**CAPE MAY COUNTY  
STATE OF NEW JERSEY**

**RESOLUTION No. 2022-202**

**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 SUPERVISORS**

**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 Supervisors; 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, RMC/Clerk

ATTEST

  
Zeth A. Matalucci, Mayor

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

**RESOLUTION NO. 2022-202**

**PAGE 2**

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their special meeting held on December 27, 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  
SUPERVISORS**

***I.B.E.W Local 1293***

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
AFL-CIO

*Effective January 1, 2022, through December 31, 2026*



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## **ARTICLES OF AGREEMENT**

This Agreement is made by and between the TOWNSHIP OF DENNIS [hereinafter referred to as the Employer] and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1293; Supervisors Unit [hereinafter referred to as the Union].

### **AGREEMENT**

This Agreement is entered into between the Employer and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution and establishment of rates of pay, hours of work, and other terms and conditions of employment.

### **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 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 1. The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work, and other terms and conditions of employment for all permanent regularly employed full-time supervisory employees, including but not limited to, assistant supervisor of public works; tax collector; director of parks and recreation; and tax assessor employed by the Township of Dennis.

Section 2. Excluded from the unit in Section 1 are managerial executives, confidential employees, and non-supervisors within the meaning of the Act, craft employees, professional employees, police, casual employees, employees within the Department of Public Works, laborers, and all other employees employed by the Township of Dennis.

Section 3. In the event that the Employer establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position might appropriately be included in the bargaining unit, it shall notify the Employer in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach an agreement on the inclusion of the new position in the bargaining unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission (PERC).

Section 4. Unless otherwise indicated, the terms “Employee” or “Employees” shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.



### **ARTICLE 3: UNION SECURITY**

Section 1. The Employer agrees it will give effect the following form of Union Security:

- a) All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union.
  
- b) At the time of hire, newly hired employees who are within the bargaining unit may be informed by a Union representative that they have the opportunity to join the Union. The Employer shall notify the Union of any new hire within five (5) working days of such hire.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employees' monthly dues and initiation fees. Such deductions shall be made from the first salary paid during the month.

- a) In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and the proper amount of initiation fee.
  
- b) No deduction will be made for any month in which there is insufficient pay available to cover the same after all deductions required by law have been made. Deductions for a prior month's dues will not be made with respect to such dues, except where the Employer, through error or oversight, failed to make a deduction in any monthly period.
  
- c) Dues deducted from employees' pay will be transmitted by check as directed fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
  
- d) A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the Employer.

Section 3. Hold Harmless. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the

Employer with regard to the dues check-off, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

#### **ARTICLE 4: LOYALTY, EFFICIENCY, NO DISCRIMINATION**

Section 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 with respect to hire or tenure of employment

Section 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. The Union representative shall notify the Township's office in advance.

Section 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. 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, 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 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 6. – Union Officers/Stewards. The Union agrees to provide the Township with 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: MANAGEMENT RIGHTS

Section 1. 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.

Section 2. 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.

Section 3. 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 6: SEVERABILITY OF THE AGREEMENT**

Section 1. In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable, and the illegality of one shall not make the remainder of the Agreement null and void.

Section 2. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

Section 3. Nothing herein shall be construed to deny any employee his rights under Title 4A N.J.S.A. (Civil Service Commission).

Section 4. It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.



## ARTICLE 7: DISCIPLINE

Section 1. Discipline of an employee shall be imposed for good and just cause according to law.

Section 2. 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.

Section 3. 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 of 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 the determination of a 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.

Section 4. 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 8: GRIEVANCE PROCEDURE

### Section 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 7.

### Section 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 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 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, 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, 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 the 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 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 requires



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 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 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 9: PROBATIONARY EMPLOYEES

Section 1. 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 2. 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

**ARTICLE 10: PROMOTIONS, VACANCIES, AND LAYOFFS**

Section 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 in the 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 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 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 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 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 11: VOTING**

The Employer agrees to permit any voting for the purpose of ratification of this Agreement and any successor Agreement hereto, during working hours at such time as may least interfere with normal work operations.

## **ARTICLE 12: UNION/MANAGEMENT MEETINGS**

Section 1. The Union and the Employer agree to sit down upon request to discuss problems of mutual interest. These meetings shall be scheduled between the Union representatives and Management representatives within ten (10) days from the request.

These meetings are not intended to circumvent the grievance procedure but are to encourage open and free of existing problems concerning both parties.

### **ARTICLE 13: GENERAL PROVISIONS**

Section 1. The Township shall provide Bulletin Boards at each time clock.

Section 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 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 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 5.

A. Generally, leave<sup>1</sup> 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, and (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 a loss of seniority.

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

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<sup>1</sup> Leave shall include: Personal Leave, Vacation Leave, Sick Leave, or Holiday Leave

- 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.
  
- E. The Employer agrees to provide a healthy and safe work environment for the Employees consistent with the requirements imposed by the Public Employees Occupational Safety and Health Act (OSHA).



## **ARTICLE 14: CURRENT HOURS**

Section 1. The normal workday shall be either 7½ or 8 consecutive hours consistent with past practice, and the normal workweek shall consist of five (5) consecutive workdays with two (2) consecutive days of rest. All Supervisory Employees, unless otherwise noted, hours of work are assigned between 6:00 a.m. to 10:00 p.m., Monday through Friday. The Public Works Supervisor shall be scheduled to work eight (8) hour shifts, Monday through Friday, and be entitled to overtime after forty (40) hours. All employees will be provided a regular weekly schedule which may be subject to change upon mutual agreement.

Section 2. All employees are entitled to a paid one-half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

## ARTICLE 15: OVERTIME COMPENSATION

Section 1. Employees who work in excess of their normally scheduled work week (varies by employees 37.5 hours or 40 hours per week) shall receive overtime compensation at the rate of one and one-half (1½) times their regular rate of pay for each hour worked in excess of their stated time. The Employee, with the agreement of administration, may take compensatory time off in lieu of overtime compensation. At times, discretionary overtime may be offered only by way of compensatory time.

Section 2. The only exceptions are as follows:

- a. Supervisory employees overtime hours worked on Sunday will be paid at the rate of two (2) times the employee's regular hourly rate.
- b. If in the event overtime hours are worked on a designated holiday, the rate of pay shall be 1 ½ times the employee's regular hourly rate, and the employee will be provided an alternate day off.
- c. Overtime will be authorized by the Committee person in charge of the Department and, if not available, the Mayor or Deputy Mayor prior to the overtime being worked.
- d. Overtime time sheets will be approved by the Committee person in charge of the Department and Mayor or Deputy Mayor before payment is processed.

## ARTICLE 16: PERSONAL DAYS

Section 1. After their first year of employment, full-time employees receive six (6) days for personal use. You must notify the appropriate person(s) ½ hour prior to the beginning of the work day (all employees must call in). Personal days cannot be carried over to the following year.

Section 2. Personal days may be used in full-day, one-half day, or one-half hour increments.

Section 3. During the initial first (1) year of employment, personal days shall be pro-rated.

Section 4. At the sole discretion of the Township Administrator and the 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.

**ARTICLE 17: HOLIDAY LEAVE**

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Thanksgiving Friday	Christmas Ever
Christmas Day	

Any official holiday which falls on a Saturday will normally be observed on the preceding Friday; any official holiday which falls on a Sunday will normally be observed on the following Monday.

If you observe religious holidays other than those which are official paid holidays, you will be permitted to charge these holidays as vacation/administration days. If you are on approved vacation or sick leave on an official holiday, the holiday will not be charged to your vacation or sick leave time.

If the Governor of the State of New Jersey or the Federal Government issues a proclamation granting a holiday, other than those which are official paid holidays, you will be permitted to charge these holidays as vacation/administration days so long as proper coverage for Township operations is provided.



## ARTICLE 18: VACATION LEAVE

Section 1. In accordance with the schedule below, each employee is entitled to vacation time, effective on the employee's anniversary date of employment.

- A. One (1) vacation day for each month of service during the first year.
- B. One (1) year of service, twelve (12) vacation days.
- C. Five (5) years of service, fifteen (15) vacation days.
- D. Twelve (12) years of service, twenty (20) vacation days.
- E. Twenty (20) years of service, twenty-five (25) vacation days.

Section 2. Vacation time may be taken in one-hour increments.

Section 3. Any vacation time earned that cannot be utilized by the end of the calendar year after which it was earned will be allowed to be carried over to the next calendar year, providing that you follow the procedure listed below:

- A. Make a written request to the Business Administrator prior to December 1st of that calendar year, who will submit it to the Township Committee for final approval. Subject to Committee approval, you will receive a copy of the resolution authorizing such.
- B. All vacation carried over must be utilized prior to the end of the next calendar year.

Section 4. Any employee who gives two (2) weeks' notice to the Township of his/her intent to sever relations with the Township, and resigns in good standing, shall be paid vacation time under the following requirements are fulfilled.

- A. Any vacation allotment carried over from the previous year and one-twelfth (1/12) of the vacation pay that he/she would be entitled to under section 1 of this Article, for each full month worked for which he has not previously received vacation time and/or pay.
- B. If the last day worked is after the fifteenth (15) day of the month, the month will be counted. If the last day worked is before the fifteenth (15) day of the month, the month will not be counted.

Section 5. After the first year of employment, an employee shall be credited with their yearly vacation allotment on January 1 in anticipation of continued employment throughout the year. Employees who separate employment voluntarily, are terminated, or laid off mid-year shall repay the Township for any vacation time used that was unearned on a one-twelfth per month pro-rated basis.

## ARTICLE 19: SICK LEAVE

Section 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 20: LEAVES OF ABSENCE

Section 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 benefits of the New Jersey/Temporary Disability program.

Section 2. Bereavement 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 3. Jury Duty. Employees summoned for jury duty shall submit a copy of the summons to their supervisor. They 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. On the day the employee returns to work, they must present a jury attendance slip. Failure to provide a jury attendance slip may result in loss of wages and potential disciplinary action.

Section 4. 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 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 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 months with the approval of the Employer and the N.J. Civil Service Commission.

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 or 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.

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

Section 5. Family Leave. All employees will be entitled to family leave according to the provisions of NJFMLA and or FMLA. Employees will be provided with a description of the rights under the Acts. To the extent possible, NJFMLA and FMLA leaves will run concurrently. Employees are required to use all paid leave time (sick, vacation, etc.), except for five (5) sick days prior to going on unpaid status.

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

Section 7. 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.

## ARTICLE 21: EDUCATION

Section 1. The cost of education and training of employees, as well as maintaining any Certification or License that is required by the job description, shall be borne 100% by the Township when education is job essential and as determined by state statute or the immediate department head and approved by the Township committee. The cost of education and training shall be reimbursed by the employee if the employee fails to complete or pass the course or training. Whenever possible, education and training seminars shall take place during an employee's regular working hours, and the employee shall be paid their regular salary. The Township shall encourage skill enhancement and other job-related education and training. Fees for approved classes, seminars and conferences shall be borne by the Township.

Section 2. For every one (1) hour of continuing education unit an employee successfully completes during the calendar year (up to 10 hours per year the employee will be paid one hundred (\$100) dollars. Credits earned must be relevant and/or required for the employee's certification.

Section 3. The Township shall reimburse employees for overnight lodging for all approved training seminars or conferences that are multiple day programs if the seminar is located 75 miles or more from Dennis Township. The Township shall reimburse the employee for all reasonable out of pocket meal expenses incurred while attending approved meetings, training sessions, seminars, and conferences up to \$45.00 per day. The employee will be reimbursed up to \$10.00 for breakfast, \$15.00 for lunch, and \$20.00 for dinner. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages. Other essential costs such as parking, tolls, and course materials shall also be borne by the Township. If an employee uses their private vehicle to attend a conference/class/seminar, the Township will reimburse the employee at the current applicable IRS rate per mile.



## **ARTICLE 22: HEALTH BENEFITS**

Section 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 2. To qualify for coverage, employees must be scheduled to work Thirty-five (35) hours or more hours per week.

Section 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 B).

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 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 a 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 5.

- A. Prescription plan benefits shall be available to employees and to qualified dependents for prescription fills as ordered by qualified medical providers. Prescription refills 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 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. Employees 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 they 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 23: SHOP STEWARDS**

The Union will designate one (1) Steward, who will represent all Departments in the bargaining unit. The Union shall notify the Employer in writing as to the name of the Steward.

The Steward shall be permitted to visit with employees during working hours at their workstations for the purpose of investigating grievance matters by obtaining prior permission from the Department Head. Such permission will be granted as long as the work of the Department is not impaired.

The Township agrees to eight (8) hours of Paid Leave per year to the Steward for the purpose of attending the Union's Shop Steward Training Seminar.



## ARTICLE 24: WAGES

The salaries for all employees covered under this Agreement will be increased as follows during the term of this Agreement:

January 1, 2022	3.75%
January 1, 2023	3.75%
January 1, 2024	3.75%
January 1, 2025	2.75%
January 1, 2026	2.75%

A \$1,200 signing bonus will be paid to those employees employed by the Township on the execution of this Agreement retroactive to January 1, 2022.

The Public Works Assistant Supervisor employed by the Township on execution of this Agreement shall receive the clothing allowance increase that was afforded to the members of IBEW Local 1293 Department of Public Works retroactive to January 1, 2022.

If the Public Works Assistant Supervisor is promoted to Public Works Superintendent during the term of this contract the starting salary shall be \$82,000 annually.

(See Schedule A)

## ARTICLE 25: RETIREMENT

Section 1. Employees shall retain all pension rights under Public Employees Retirement System.

### Section 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:

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.

Section 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 2.

Section 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.

Section 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 a spouse of the retiree shall not be eligible for coverage.

Section 6. At any point, that an employee's surviving spouse (except if ineligible for benefits as set forth above) is 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 January 1, 2022, 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.

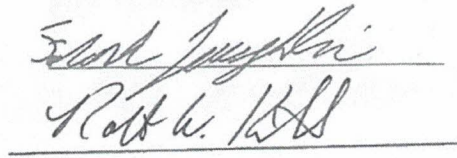
Section 1. It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.

IT WITNESS WHEREOF, the parties have hereunto affixed their signatures this 27<sup>th</sup> day of Dec, 2022

**FOR THE EMPLOYER:**

A handwritten signature in black ink, consisting of a large, stylized 'S' shape, positioned above a horizontal line.

**FOR THE UNION:**

Two handwritten signatures in black ink, one above the other, positioned above a horizontal line. The top signature is 'Frank J. ...' and the bottom one is 'Ralph W. Hill'.

**SCHEDULE A**

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	<b>Current</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>
Laughlin, Frank	59,111.35	63,278.48	65,651.42	68,113.35	69,986.46	71,911.09
Heim, Monica	61,200.00	64,740.00	67,167.75	69,686.54	71,602.92	73,572.00

**The parties agree that retroactive pay will back to January 1, 2022 but shall be payable only to those employees employed by the Township on the execution date of this Agreement.**

## SCHEDULE B

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.