

DENVILLE TOWNSHIP POLICE DEPARTMENT POLICY & PROCEDURES



VOLUME: 1

CHAPTER: 9

OF PAGES:

SUBJECT: DPW Contractual Agreement

BY THE ORDER OF:

Chief of Police Christopher Wagner

ACCREDITATION STANDARDS: N/A

Effective Date: 01-01-18

SUPERSEDES ORDER #:

AGREEMENT
BETWEEN
TOWNSHIP OF DENVILLE
AND
DENVILLE PUBLIC WORKS
EMPLOYEES' ASSOCIATION

January 1, 2018 to December 31, 2021

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THIS AGREEMENT entered into this 2nd day of April 2018 by and between

THE TOWNSHIP OF DENVILLE, a Municipal Corporation of the State of New Jersey, having its principal office at 1 St. Mary's Place, in the Township of Denville, County of Morris and State of New Jersey, hereafter designated as "**Denville**" or "**The Township**"

AND

DENVILLE PUBLIC WORKS EMPLOYEES ASSOCIATION of the Township of Denville, in the County of Morris and State of New Jersey, hereafter designated as "**Association**" or "**Representative**".

WITNESSETH

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, as amended, the Representatives submitted themselves on behalf of the employees of the Department of Public Works of the Township of Denville, exclusive of Directors, Superintendents, Supervisors and/or Assistant Supervisors; and

WHEREAS, the Representatives were recognized as the exclusive bargaining agents for the members of the Department of Public Works of the Township of Denville, exclusive of Directors, Superintendents, Supervisors and/or Assistant Supervisors; and

WHEREAS, the Township and the Representatives have reached an Agreement and are desirous of reducing same to writing covering certain of the terms and conditions governing employment, wages, and other matters between the Township and all of the employees of the Department of Public Works.

NOW, THEREFORE, in consideration for the services performed by the employees of the Department of Public Works, and the mutual covenants hereof, the parties hereto do covenant and agree as follows:

SECTION 1 RIGHTS

The Township, on its behalf and on behalf of the citizens of the Township of Denville, in the County of Morris and the State of New Jersey, does hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitutions and Laws of the United States of America and the State of New Jersey, including but not limited to the following rights:

- (a) To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- (c) To determine work schedules, the hours of work and the duties, responsibilities and assignments of all employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Township of Denville, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and so long as they are in compliance with the Constitutions and Laws of the United States of America and the State of New Jersey.

Nothing contained herein shall be considered or construed to deny or restrict the Township of Denville of its rights, responsibilities and authority under municipal and other laws of the State of New Jersey or any other federal, state, county, regional, district or local laws, rules, regulations, directives or others applicable to the operation and performance of its functions.

SECTION 2 APPLICABILITY

- A. The terms and conditions of this Agreement shall apply only to those full-time employees of the Department of Public Works of the Township of Denville, and in the capacities listed in the Section entitled Salary.
- B. Part-Time Employees – The Township shall be permitted to hire, without limitation, part-time employees to work in a seasonal and/or year round capacity within the Department of Public Works. These employees shall not be permitted to work in excess of twenty-eight (28) hours per week on a regularly scheduled basis.
- C. All Association Employees must be called for snow emergencies before any outside/independent contractors shall be utilized. Association Employees with the title of Laborer shall be paid for snow events after normal working hours at the rate of Truck Driver on Salary Schedule #2 and in accordance with the overtime provisions contained within Section 9 of this agreement.

SECTION 3 SALARY

Employees hired prior to January 1, 2014:

Salary Schedule #1

Rate Scale per Hour	2018	2019	2020	2021
	37¢	27¢	29¢	29¢
Effective	01/01/18	01/01/19	01/01/20	01/01/21
<u>Equipment Operator</u>	\$ 36.42	\$ 36.69	\$ 36.98	\$ 37.27
<u>Mechanic</u>	\$ 37.24	\$ 37.51	\$ 37.80	\$ 38.09
<u>Head Mechanic</u>	\$ 39.63	\$ 39.90	\$ 40.19	\$ 40.48
<u>Body/Fender Repairman</u>	\$ 34.59	\$ 34.86	\$ 35.15	\$ 35.44

Truck Driver

Step	1	\$ 23.50	\$ 23.77	\$ 24.06	\$ 24.35
	2	\$ 27.37	\$ 27.64	\$ 27.93	\$ 28.22
	3	\$ 29.01	\$ 29.28	\$ 29.57	\$ 29.86
	4	\$ 30.64	\$ 30.91	\$ 31.20	\$ 31.49
	5	\$ 32.30	\$ 32.57	\$ 32.86	\$ 33.15
	6	\$ 33.09	\$ 33.36	\$ 33.65	\$ 33.94
	7	\$ 33.94	\$ 34.21	\$ 34.50	\$ 34.79
	8	\$ 34.90	\$ 35.17	\$ 35.46	\$ 35.75

All laborers, truck drivers, and mechanics helpers shall continue to be placed on the step guide set forth herein from date of hire until they reach maximum rate of pay on that guide. Each step represents one year in service and each employee will move one step on his anniversary date with the Township.

Effective January 1, 2014, all new employees shall be hired as Laborer - Step 1, in accordance with Salary Schedule #2. Based upon qualifications/experience, a new Laborer can be started up to and including Laborer - Step 3, solely at management's discretion. Promotions of Laborers shall be done in accordance with *Section 11* of this Agreement.

Salary Schedule #2

Rate Scale per Hour		2018 37¢ 01/01/18	2019 27¢ 01/01/19	2020 29¢ 01/01/20	2021 29¢ 01/01/21
Effective					
<u>Equipment Operator</u>		\$ 36.42	\$ 36.69	\$ 36.98	\$ 37.27
<u>Mechanic</u>		\$ 37.24	\$ 37.51	\$ 37.80	\$ 38.09
<u>Head Mechanic</u>		\$ 39.63	\$ 39.90	\$ 40.19	\$ 40.48
<u>Body/Fender Repairman</u>		\$ 34.59	\$ 34.86	\$ 35.15	\$ 35.44
 <u>Truck Driver</u>		 \$ 23.50	 \$ 23.77	 \$ 24.06	 \$ 24.35
<u>Truck Driver +5 years (on 5th anniversary as Truck Driver)</u>		\$ 26.73	\$ 27.00	\$ 27.29	\$ 27.58
<u>Senior Truck Driver</u>		\$ 29.96	\$ 30.23	\$ 30.52	\$ 30.81
<u>Laborer</u>					
Step	1	\$ 16.17	\$ 16.44	\$ 16.73	\$ 17.02
	2	\$ 17.33	\$ 17.60	\$ 17.89	\$ 18.18
	3	\$ 18.49	\$ 18.76	\$ 19.05	\$ 19.34
	4	\$ 19.65	\$ 19.92	\$ 20.21	\$ 20.50
	5	\$ 20.81	\$ 21.08	\$ 21.37	\$ 21.66
	6	\$ 21.97	\$ 22.24	\$ 22.53	\$ 22.82
 Mechanic Helper					
Step	1	\$ 24.47	\$ 24.74	\$ 25.03	\$ 25.32
	2	\$ 30.35	\$ 30.62	\$ 30.91	\$ 31.20
	3	\$ 33.28	\$ 33.55	\$ 33.84	\$ 34.13
	4	\$ 34.04	\$ 34.31	\$ 34.60	\$ 34.89
	5	\$ 34.82	\$ 35.09	\$ 35.38	\$ 35.67
	6	\$ 35.51	\$ 35.78	\$ 36.07	\$ 36.36

General Provision (applies to Salary Schedule #1 and Schedule #2) –

A. Retention of body/fender and repair category. Any body, fender or repair work done by any other category whether foreman, truck driver or mechanic will be compensated for by a twenty (\$.20) cent hourly differential for work out of category.

B. All Laborers shall continue to be placed on the step guide set forth herein from date of hire until they reach maximum rate of pay on the Laborer step guide. Each step represents one year in service and each employee shall move up one step on his anniversary date of full-time hire with the Township.

C. Any full-time employee required to have a CDL to perform their job duties shall have a salary differential of \$400 per annum added to their base salary.

D. Any full time employee carrying the on duty phone (i.e. Road, Water/Sewer) shall receive a One Hundred (\$100.00) dollar compensation for that said week in which they are assigned to carry duty phone after hours for 2018 and 2019. Effective January 1, 2020, said compensation shall increase to One Hundred Twenty-Five (\$125.00) for that said week. Said employee will be supplied a township vehicle for use on the week designated.

E. In the result an employee covered under this agreement loses their CDL License as a result of a bona fide medical condition, upon receipt of acceptable medical evidence attesting to the existence of said condition, the employee would be able to maintain their employment with the Township. Said employee would assume the title and salary of Laborer on the step in Salary Schedule #2 corresponding to their current seniority as long as the underlying medical condition would allow the employee to complete the duties of a Laborer with or without reasonable accommodation (example: an employee with 10 years of Seniority would become a Laborer – Step #6 on Schedule #2). This provision shall not apply to employees who lose their CDL as a result of an alcohol, drug or other law enforcement violation in which their CDL license is revoked.

SECTION 4 LONGEVITY INCREMENT

All employees hired prior to October 31, 1998, shall be paid a longevity increment, calculated from the date of employment in the Township of Denville, in addition to base salary according to the schedule below:

<u>YEARS</u>	<u>Effective</u> <u>01/01/06</u>
0 through 3 years	\$ 0
4 through 7 years	\$ 858
8 through 11 years	\$ 972
12 through 15 years	\$1,087
16 through 20 years	\$1,316
21 through 24 years	\$1,438
25 years and over	\$1,545

Any employee inadvertently provided with longevity payment with a hire date after October 31, 1998 shall continue to receive said longevity payment, however said employee shall be permanently frozen at the increment in which the error was discovered in 2013. Employees hired after October 31, 1998 and not receiving longevity increments shall not be eligible for such compensation.

SECTION 5 HOLIDAYS

All employees covered by this Agreement shall be excused from work, with pay, on the following twelve (12) holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
One (1) personal floating holiday	
½ day (P.M.) Christmas Eve	
½ day (P.M.) New Year's Eve	

When any of the above-mentioned legal holidays fall on a Saturday or a Sunday, such holiday shall be celebrated on either the Friday before or the Monday after, as designated by the Township. An exception exists for the half-day Christmas Eve holiday and half-day New Year's Eve holiday, which shall be observed on the Friday prior regardless of whether these days fall on either Saturday or Sunday. To be entitled to holiday pay, the employees must work the regular work days before and after such holiday unless the employee is utilizing other approved leave.

Any time in which the Municipal Office is closed at the direction of the Mayor, employees covered under the terms of this agreement shall be given a day off with pay. However, in the event an employee covered under the terms of this agreement is required to work on all or a portion of the day (i.e. – due to a snow event or other manmade or natural disaster) in which the Municipal Offices are closed, said employee shall not be entitled to addition compensation or bonus time off.

Request for Floating Holidays must be put in writing to the Superintendent or the Director of Public Works.

SECTION 6 SICK LEAVE

- A. Each regular full-time employee covered by this Agreement shall be entitled to compensable sick leave of fifteen (15) days per year. All new employees will accumulate sick time starting from date of hire.

1. New employees hired on or after execution of this contract shall have the right to accumulate a Terminal Leave Bank with a cap of 50 days. New employees must notify the Township Administrator on or before 12/15 as to this option.
 2. Sick time may be taken at a minimum of two (2) hour increments.
- B. Effective 01/01/96 and for the duration of this Agreement the following provisions shall be applicable to the sick leave program:
1. No additional leave time will be earned while an employee is on terminal leave.
 2. **TERMINAL LEAVE BANK** – Employees with less than 75 days in their Terminal Leave Bank shall add unused sick leave to their Terminal Leave Bank on the basis of one-third (1/3) of unused sick leave per year.
 3. **SICK LEAVE BANK** – A Sick Leave Bank is established for use by employees while on active employment but to be eliminated upon termination of employment. This Sick Leave Bank will accumulate without limit on the basis of two-thirds (2/3) of unused sick leave per year.
 4. **PAYMENT FOR UNUSED SICK LEAVE** – Once the Terminal Leave Bank Cap is reached, employees shall be paid for one-third (1/3) of their unused sick leave per year with the two-thirds (2/3) balance of such unused sick leave credited to the Sick Leave Bank as set forth above in number 3. When the Sick Leave Bank reaches 75 days, the ratio of payment for unused sick leave shall change to 50% of unused sick leave per year in cash or 50% to of unused sick leave to the Terminal Leave Bank whichever is applicable, and 50% to Sick Leave Bank.
 5. **BUY DOWN OF TERMINAL LEAVE BANK** – When the cap on the Terminal Leave Bank is reached, vested employees may buy down days in the Terminal Leave bank at a maximum rate of ten (10) days per year. This buy down will be in addition to payment for unused sick leave as set forth above in number 4. Employees shall be considered vested after ten (10) years of service with the Township of Denville and until such vesting occurs, no payment from the Terminal Leave Bank for any reason, including termination of employment or buy down, shall occur.
 6. **ADJUSTMENTS IN TERMINAL LEAVE BANK**
 - i. Reduction in Terminal Leave Bank due to sickness can be restored to the cap in effect as of January 1 of the year when days from the Terminal Leave Bank are first used. This restoration is at the option of the employee and the option must be exercised by notification to the Township Administrator by 12/15 of the year in which days from the Terminal Leave Bank are used.

- ii. Reduction in Terminal Leave Bank due to buy down cannot be restored.
- iii. To qualify for regular pay under the provision of this Agreement on account of illness, absences for five (5) or more consecutive days must be supported by a physician's certificate. Failure to provide such a physician's certificate shall result in the forfeiture of vacation or holiday benefits in the amount of time equal to the absence, or a loss of pay, if the employee's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the Superintendent or the Director of the Department of Public Works or, if there is none, the Business Administrator of the Township of Denville.

C. A member of this unit may choose to add one-third (1/3) of his unused sick days from the immediately preceding year to his vacation time for the current year and two-thirds (2/3) of the unused sick days will go into the Sick Leave Bank, at the discretion of the Superintendent or the Director of Public Works. However, the amount of vacation time taken in one calendar year may never exceed thirty (30) days.

D. WORK INCURRED INJURY

- 1) A "work-related injury or disability," as referenced herein, shall be defined by the definitions and regulations of the New Jerseys Workers' Compensation Act, codified at N.J.S.A. 34:15-1. If the employer disputes an employee's injury as being a work-related injury or disability, the employee must file a claim with the New Jersey Division of Workers' Compensation. The dispute shall be resolved by the Division of Workers' Compensation and be binding on the employer and employee.
 - 2) Where an employee covered under this Agreement suffers a work related injury or disability, as agreed upon by the employer or as determined by the New Jersey Division of Workers' Compensation, and is unable to work in his/her normal position and/or is not able or assigned to light duty (if available) and receives workers compensation and/or temporary disability benefits, the employee shall continue to receive his/her full pay from the date of the employee's injury; however, such payment shall not continue for more than one (1) year, during the continuance of the employee's inability to work.
- (b) If there is a determination by the Division of Workers' Compensation that an employee has suffered a work related injury, or if the employer stipulates as authorized in writing by the Township Administrator or his/her designee, or otherwise does not contest a

workers' compensation claim that an employee has suffered a work-related injury, then such injury shall receive the compensation benefits as set forth in this Article.

- (c) During the period of time when an employee is unable to work due to a work related injury, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act or any other insurance paid for by the employer, shall be paid over to the employer.
- (d) The provisions in this Article shall apply only to compensation benefits resulting from a work related injury as defined herein. Nothing in this article shall guarantee a right to continued employment after suffering a work related injury or to payment of any other additional benefits unless otherwise provided under the law.

SECTION 7 VACATION

Each regular, full-time employee covered by this Agreement shall be entitled to vacation time as follows:

<u>Length of Service</u>	<u>Vacation</u>
Over 4 months to 1 year	1 day per month, starting with the fifth month of employment
After 1 year to 4 years	Two (2) weeks
After 4 years to 14 years	Two (2) weeks, plus one day per year of service after 4 th year
After 14 years to 19 years	Four (4) weeks, plus one day per year of service after 14 th year
After 19 years	Five (5) weeks, plus one day per year for each year in excess of 19 years up to a maximum of 30 working days, for any employee with continuous service. Employees hired on or after January 1, 2018 shall accrue a maximum of twenty-five (25) working days of vacation after 19 years.

If the anniversary date of employment falls prior to August 1st of the year in question, the additional day of vacation will be granted within that year.

Employees shall be required to utilize carry-over vacation on or before June 30th of the year in which the vacation time was carried over into.

Upon retirement or voluntary resignation, employees shall be eligible for a pro-rata payment of their unused vacation days up to their last physical date of work before their retirement or voluntary resignation effective July 1, 2014.

SECTION 8 FUNERAL AND PERSONAL LEAVE

- A. Each member of the Department of Public Works covered by this Agreement shall be entitled to three (3) off-duty days with pay, on the days immediately following the death of spouse, civil union partner, domestic partner, children, mother, father, sister, brother, grandfather, grandmother, , brother-in-law, sister-in-law, father-in-law, or mother-in-law providing the employee attends the funeral. There will be one (1) day off duty with pay for the death of all other relative related by blood or marriage. In special cases, at the discretion of Administration and approval by the Mayor or Administrator, additional time may be granted when requested by an employee. The Township reserves the right to request proof of relationship, in special cases, provided employee attends funeral services.
- B. Employees covered by this agreement shall be entitled to the following personal leave on a per annum basis:

After two (2) years of employment	1 day
After three (3) years of employment	2 days
After four (4) years of employment	3 days

Where possible, employees will provide reasonable advance notice for scheduling personal leave days, but no reason or notice is required for use of personal day entitlement under this section of the Agreement.

SECTION 9 WORK WEEK AND OVERTIME

- A. All regular, full-time employees of the Department of Public Works covered by this agreement, who are paid on an hourly basis, shall work eight (8) hours per day, five (5) days per week.
- B. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall be paid time and one-half for all work in excess of eight (8) hours in a given work day.
- C. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall be paid time and one-half for all work in excess of forty (40) hours in one calendar week. All work on Saturday will be at time and one-half, except for employee(s) who are scheduled on Saturdays as part of their forty (40) hour work week.
- D. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall be paid double time for work performed on Sundays and holidays.
- E. Overtime sewer callout and water main breaks will be at double the regular rate for time worked. This provision is applicable to all employees covered under this Agreement.

- F. Employees shall be permitted to accumulate a maximum of forty (40) hours of compensatory time-off in lieu of overtime in a calendar year. An employee who accumulates forty (40) hours of compensatory time in a calendar year is required to take at least one leave during the year that extends for five (5) consecutive working days.
- G. **CALL-OUT**- Any employee called out from his/her home for work shall be compensated with a minimum of four (4) hours call out time at the time an one-half rate for work in excess of forty (40) hours per week or eight (8) hours per day. Any employee that is called out a second time in the same day will be entitled to the actual time worked beyond the expiration of the first four (4) hours call out guarantee. Any employee that is called out a third time shall receive a minimum of four (4) hours call out at the time and one-half rate for work in excess of forty (40) hours per week or eight (8) hours per day for the specific call out, provided the third call out is not within the first four (4) hour call out guarantee.
- Call-out time is prorated from the time the individual leaves his residence and returns.
- Employees who have worked, exclusive of travel time, the entire four (4) hour period shall receive an additional hour of pay at the straight time hourly rate.
- H. **SEWER AND WELL CHECKS** – The sewer and well checks will be alternated by a rotating list designated by the employer of at least four (4) employees. The employees shall be responsible to check all sewer and water pumping stations on their designated weekend and to respond to any sewer or pumping station emergency registered at police headquarters light board. Compensation will be One Hundred (\$100.00) dollars for Saturday and One Hundred (\$100.00) dollars for Sunday. Employee shall be supplied a vehicle for use on the weekend designated. If the emergency requires the employee to work at the emergency for over one (1) hour he will be compensated at regular compensation rate as per the day of the week in addition to stipend above. Effective January 1, 2018, the Road Duty Phone Individual shall perform Water and Sewer Well Checks for a compensation of \$100 each day.
- I. **SHIFT ROTATION** – The number of employees scheduled to work the rotation shift (Thursday through Monday) will be set at a maximum of five (5). When a sixth person is hired, the senior employee on the shift will return to a normal work week of Monday through Friday.
- J. **CLARIFYING LANGUAGE ON COMP TIME FOR WORK SUCH AS FLUSHING HYDRANTS**- All regular full-time employees of the Public Works covered by this Agreement are required to perform their duties on a night shift (8:00 pm – 6:00 am) for flushing hydrants or sewer lining projects, are to be compensated at one and one-quarter (1-1/4) times regular pay, and they have the option to receive this overtime as pay or in the form of compensatory time-off. The use of compensatory time is at the discretion of the Superintendent or the Director of Public Works in

accordance with the scheduling needs of the Public Works Department, and for the health, safety, and benefit of the Township and its citizens.

SECTION 10 GRIEVANCE PROCEDURES

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement the following procedure shall be used.

For purposes of this Agreement, the term 'grievance' means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

The procedure for settlement of a grievance shall be as follows:

A. STEP ONE

In the event that any employee covered by this Agreement has a grievance within fifteen (15) working days of the occurrence of the event being grieved, the employee shall present the grievance, in writing, to the Superintendent or the Director of Public Works or his designee. The Superintendent or the Director of Public Works or his designee will respond to the grievance filed, in writing, within ten (10) working days of the date the grievance is received.

B. STEP TWO

If the Association wishes to appeal the decision of the Superintendent or the Director of Public Works it shall be presented in writing to the Business Administrator within fifteen (15) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator may give the Association the opportunity to be heard and will give their decision in writing within twenty (20) working days of receipt of the written grievance.

C. STEP THREE

1. If no satisfactory resolution of the grievance is reached at Step Two then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Business Administrator on the grievance.

3. Employees covered by this Agreement may process a grievance without Association representation but only up to the point of arbitration, except in cases of discipline or discharge, where the individual employee may request arbitration if the Association declines to process the grievance through arbitration. It is also understood that the Association shall be notified and shall have the right to be present at all steps of the grievance procedure, including arbitration.

4. The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as may be incurred.

SECTION 11 PROMOTIONS

Whenever a vacancy occurs, it shall be the policy of the Township to consider promotions from within the ranks of existing personnel, based on ability, seniority, and past performance. It is specifically understood and agreed that the appointing authority for the Township reserves the sole right to make all final decisions related to promotions.

SECTION 12 MODIFICATIONS AND ALTERATIONS

No amendments, modifications or alterations to this Agreement shall be binding upon the parties hereto, unless such amendment, modification or alteration is made in writing.

SECTION 13 BREAKS

Each employee shall also be granted a fifteen (15) minute break prior to the commencement of overtime, when such overtime commences immediately following a work period, and after each two (2) hours of overtime. A forty-five (45) minute meal break will be granted to an employee after the completion of four (4) hours of overtime by an employee. When overtime continues in excess of two (2) hours of overtime immediately after the completion of a regular work day, an employee working such overtime shall be granted a forty-five (45) minute supper break.

SECTION 14 WORK SCHEDULE

The regular working hours of each employee covered by the Agreement shall commence at 7:00 AM and terminate at 3:30 PM.

The lunch period shall be from 11:30 AM to Noon. The working schedule shall consist of eight and one-half (8-1/2) hours, inclusive of the "unpaid" one-half (1/2) hour lunch period. Any change from the currently existing daily schedule requires a two (2) week notice period by the Employer to the Employees or may be altered on less notice in emergency circumstances.

SECTION 15 SAFETY EQUIPMENT

A. The Township will furnish to each employee the following safety items:

- a. Working gloves (provided as needed)
- b. Hard toe shoes (minimum of two (2) pairs as needed)
- c. Hard hat
- d. Protective eye wear
- e. Any Eyeglasses bent, damaged or broken on the job will be replaced at the expense of the Township.

The employer shall provide a credit to each employee covered by this Agreement in the sum of Three Hundred (\$300.00) dollars per annum for the purchase of hard toe shoes. The employee shall be responsible for any amount in excess of the specified sums. The use of the above safety items will be determined by the Township. Employees shall be required to wear safety equipment when instructed.

B. Safety Clause – An Iron coffin shall be provided or an adequate alternate under the following circumstances:

- a. Trench excavation depth over five (5) feet
- b. Excessively sandy soil
- c. Excessively saturated soil, which is sufficient to destroy the soil characteristics

C. Health and Safety – A procedure shall be implemented to provide backup coverage for employees required to work in a “confined space”, and a system shall be established with the Police Department to provide periodic checks with an employee who is working alone while spot sanding during inclement weather.

D. 1) Each employee designated as a “mechanic” shall receive Four Hundred and Twenty Five (\$425) Dollars as an annual tool allowance. Said designated “mechanic” shall be entitled to receive the Four Hundred and Twenty Five (\$425) annual tool allowance after six (6) months of employment with the Township.

2) Prior to December 31 of each calendar year, each mechanic shall provide to the Department Head an inventory of all tools utilized in the performance of his duties. It shall be the responsibility of each mechanic to advise the Department Head of any additional tools purchased for his employment and included within his inventory.

E. The Employer shall provide the following clothing items on an annual basis:

- 1) 5 shirts
- 2) 5 slacks
- 3) 5 T-shirts
- 4) 2 light jackets

The employer shall provide two (2) pairs of coveralls to present employees who do not have coveralls, and new employees will receive the coveralls after six (6) months of continuous employment. Said coveralls will be replaced on an as needed basis as determined by the Township.

One (1) winter jacket or one (1) pair of *Carharts* or approved equivalent shall be provided on a biannual basis.

The above items and listed quantities issued can be adjusted with the employee with the consent and approval of the Superintendent or the Director of Public Works.

The items designated herein shall be provided upon annual approval of the Local Municipal Budget.

SECTION 16 MEDICAL COVERAGE

- A. All full-time employees covered under this agreement and their immediate families (spouse and eligible children) shall be provided with group insurance benefits including hospitalization, major medical insurance, dental insurance, and prescription insurance. Vision care shall be provided to the employee only. All employees shall be required to contribute through direct payroll deductions towards the health insurance benefits listed above at the rate as established by the State of New Jersey.
- B. Effective August 1, 2014 – copays for prescription insurance shall be five dollars (\$5) for generic/twenty dollars (\$20) for name-brand/two times (2x) for 90-day mail-order.
- C. The Township is free to place the insurance with any agency as long as the benefits remain substantially equal to or better than the current coverage.

SECTION 17 EDUCATIONAL COSTS AND REIMBURSEMENT

In addition to base pay, increments thereto and any other payment herein provided shall receive the following payments:

- A. Full reimbursement for the cost of books required by the institution where the approved course was taken, provided evidence of successful completion of said course is submitted to the Administrator of the Township and further provided that there is compliance with Subsection C of this section. Preapproval shall be obtained from Business Administrator prior to taking said courses.
- B. Full reimbursement of tuition costs actually paid to the institution where there has been compliance and successful completion of a course approved by the Township Administrator. Any payment received from any tuition grant directly to the employee or from any other sources shall be credited against the tuition reimbursement and the amount paid by the Township shall be decreased accordingly. Reimbursement shall be subject to the terms and conditions of Subsection C of this section.
- C. To qualify for any reimbursement provided herein, a voucher must be submitted to the Township on the form and in the manner prescribed for payment of all vouchers, to which there must be attached:
 - a. A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course; and/or

- b. A receipted voucher for tuition cost indicating that it is payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement and the amount due after reimbursement; and/or approved courses by Administration, High School Equivalency, Sewer and Water Licenses, Mechanical Training and Association Management Degree.
- D. The education benefits described in this section shall be payable on or before June 30th of each calendar year, and in accordance with past practices, credits will be deemed earned when the course is ended with a passing grade and not when grades are issued.

SECTION 18 AGENCY SHOP

The Township of Denville shall deduct by payroll deduction a fair share fee for services rendered by the majority bargaining representative and the fair fee for services rendered by the majority bargaining representative shall be in the amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to the members of the majority bargaining representative, but in no instance shall the fee exceed eighty-five (85%) percent of the regular membership dues.

The majority bargaining representative shall provide, sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the Township of Denville, and to all employees within the unit, and furnished by the Township of Denville, the information necessary to compute the fair share fee for services on the above formula.

Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township of Denville and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

The Township of Denville shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement and any successive Agreement so providing.

In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the Township of Denville pending a decision by the Public Employment Relations Commission pursuant to N.J.S.A. 34:13A5.4 as amended. No fees shall be deducted for any employee sooner than a) the thirtieth (30th) day following the notice of the amount of the fair share fee; b) satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later; c) the tenth (10th) day following the beginning of employment for employees entering into work in the negotiation unit from reemployment lists; d) the date of satisfactory completion of the probationary period of

three (3) months following the beginning of employment, whichever is sooner, for employees in the employ of the Township of Denville at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date said agreement becomes effective.

The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this act. Said procedure shall consist of any appeal of the individual assessment to the Board of Trustees of Denville Public Works Employees Association at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Township of Denville and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Township of Denville to allow all interested employees to participate. The hearing shall be open to all interested parties and the determination of the Board of Trustees of the Denville Public Works Association shall be made in writing with copies to the Township of Denville and the challenging employee. Any challenging employee who disagrees with the determination of the Board of Trustees of Denville Public Works Association shall have a right, within twenty (20) days of said notice of determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeal as may be allowed by law.

SECTION 19 DEATH BENEFITS

The estate of an employee who dies while employed by the Township shall be entitled to receive all benefits, including accumulated sick leave pay and his pro rata share of benefits up to the date of death (example: vacation pay, holidays, salary, etc.)

SECTION 20 TERMS OF AGREEMENT

Notwithstanding the date of the execution set forth herein the terms and conditions of this Agreement shall be effective January 1, 2018 with retroactive payments prescribed herein for 2018 retroactive to January 1, 2018. This Agreement shall remain in full force and effect until December 31, 2021.

SECTION 21 FUTURE NEGOTIATIONS

The parties hereto do covenant and agree that proposals for a new Agreement shall be exchanged between the Township and the Association by September 2021. It is expressly agreed that the existing contract terms and conditions will remain in full force and effect. All benefits, longevity and promotional increases will be granted on the date earned until a new agreement is reached.

The Township agrees that once the contract has been signed by the members and approved by the Township Council that they will pay any retroactive monies due and owing within thirty (30) business days.

SECTION 22 SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with the Association (not an individual) with respect to the impact of such invalid provision consistent with the law relating to negotiations as set forth in the N.J.S.A. 34:13A:3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby. However, if the parties are unable to negotiate a satisfactory agreement concerning the impact of any invalidated provision of the contract, such unresolved dispute may be submitted to impasse arbitration.

SECTION 23 NO WAIVER

Except as otherwise provided in the Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any rights or benefits to which the employees covered hereby are entitled. This provision does not apply to timeliness requirements contained within this contract or its separate provisions.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and first above written.

ATTEST:

By: Kathryn Bowditch-Leon
Kathryn Bowditch-Leon
Municipal Clerk

ATTEST:

By: Kathryn Bowditch-Leon
Kathryn Bowditch-Leon
Municipal Clerk

TOWNSHIP OF DENVILLE

By: Steven Ward
Steven Ward
Business Administrator / Acting Mayor

DENVILLE PUBLIC WORKS
EMPLOYEES ASSOCIATION

By: Kevin Andreano
Kevin Andreano,
Managing Committee Chairman

By: Nick Petrillo
Nick Petrillo
Managing Committee Member

By: Nick Rosania
Nick Rosania
Managing Committee Member

By: Chris Dick
Chris Dick
Managing Committee Member

By: Michael Weeks
Michael Weeks
Managing Committee Member

ORDINANCE NO. 03-18

**AN ORDINANCE ESTABLISHING A MINIMUM AND MAXIMUM RANGE OF
SALARY FOR THOSE EMPLOYEES OF THE DENVILLE TOWNSHIP PUBLIC
WORKS EMPLOYEES' ASSOCIATION**

WHEREAS, State law permits the adoption of an ordinance establishing a range of salary for certain Township positions. The ranges listed herein establish a minimum and maximum range for a specific job title and not the actual salary. The actual salary and all other terms/conditions of employment shall be delineated in the collective bargaining agreement and shall fall within the minimum and maximum limits established herein.

BE IT ORDAINED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey as follows:

SECTION 1: Short Title: This Ordinance shall hereafter be known and referred to as the "Salary Ordinance for Members of the Denville Township Public Works Employees' Association."

SECTION 2: Salaries and Wages: The annual salaries and compensation of the officer and employees of the Township of Denville shall fall within the ranges contained in the contractual agreement:

SALARY RANGES:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Laborer	\$ 15.00 / hour	\$ 23.00 / hour
Truck Driver	\$ 23.00 / hour	\$ 36.00 / hour
Senior Truck Driver	\$ 29.00 / hour	\$ 31.00 / hour
Equipment Operator	\$ 36.00 / hour	\$ 38.00 / hour
Mechanic Helper	\$ 24.00 / hour	\$ 37.00 / hour
Mechanic	\$ 36.00 / hour	\$ 39.00 / hour
Head Mechanic	\$ 39.00 / hour	\$ 41.00 / hour

SECTION 3: All Ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency,

SECTION 4: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5: This Ordinance shall take effect as provided by law but shall be retroactive to January 1, 2018.

**BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE**

ATTEST:


Kathryn Bowditch-Leon
Municipal Clerk

APPROVED:


Steven Ward
Business Administrator / Acting Mayor

Adopted: March 6, 2018

RESOLUTION AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF DENVILLE AND THE DENVILLE TOWNSHIP PUBLIC WORKS EMPLOYEES' ASSOCIATION

WHEREAS, the Township of Denville has been engaged in collective bargaining with the members of the Denville Township Public Works Employees' Association for a successor agreement to the agreement which expired on December 31, 2017; and

WHEREAS, both parties have executed a memorandum of agreement detailing the revised terms and conditions of the successor collective bargaining agreement, which include:

- 1) Four (4) year contract term: January 1, 2018 to December 31, 2021;
- 2) 37¢ per hour increase – effective January 1, 2018;
- 3) 27¢ per hour increase – effective January 1, 2019;
- 4) 29¢ per hour increase – effective January 1, 2020;
- 5) 29¢ per hour increase – effective January 1, 2021;
- 6) Employees hired on or after January 1, 2018 shall be able to accrue a maximum of twenty-five (25) days of vacation after 19 years of service;
- 7) Employees not eligible for additional compensation or time-off when municipal offices are closed as a result of inclement weather or other disaster;
- 8) DPW Employees Association agrees to withdraw pending grievance associated with request for additional compensation related to March 2017 snow storm;
- 9) CDL License stipend increase from \$300 to \$400 effective January 1, 2018; and
- 10) All other changes listed in the Memorandum of Agreement, signed on January 30, 2018 by and between the two parties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the Business Administrator (Acting Mayor) and Municipal Clerk to execute the Collective Bargaining Agreement between the Township of Denville and the Denville Township Public Works Employees' Association for the years 2018, 2019, 2020 and 2021; and

BE IT FURTHER RESOLVED that a fully-executed copy of the Collective Bargaining Agreement between the Township of Denville and the Denville Township Public Works Employees' Association shall remain on file in the Office of the Municipal Clerk and shall be available for inspection by the public during regular business hours.

This resolution shall take effect upon expiration of the statutory 20-day period following passage of Ordinance No. 03-18 by the Council and approval by the Acting Mayor, providing no suit, action, proceeding or referendum challenging or questioning said Ordinance has been commenced, and shall be retroactive to the extent set forth herein.

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on March 6, 2018.

3/6/2018
Certification Date


Kathryn Bowditch-Leon, RMC
Municipal Clerk

RESERVED