

AGREEMENT
BETWEEN
TOWNSHIP OF DENVILLE
AND
DENVILLE TOWNSHIP
EMPLOYEES' ASSOCIATION

January 1, 2018 to December 31, 2021

TABLE OF CONTENTS

Preamble	
Article 1	Recognition Clause..... 2
Article 2	Management's Right and Responsibilities..... 2 - 3
Article 3	Sick Leave..... 3 - 5
Article 4	Bulletin Board..... 5
Article 5	Job Postings..... 6
Article 6	Duties Check-Off..... 6
Article 7	Personal Leave of Absence..... 7
Article 8	Leave Without Pay..... 7 - 8
Article 9	Grievance Procedure..... 8 - 10
Article 10	Holidays..... 10 - 11
Article 11	Health Insurance Benefits..... 11
Article 12	Work Related Equipment and Tuition..... 11 - 12
Article 13	Hours of Work..... 12 - 13
Article 14	Vacation..... 13
Article 15	Miscellaneous..... 13 - 14
Article 16	Salaries..... 14 - 16
Article 17	Term of Contract..... 16

DENVILLE TOWNSHIP EMPLOYEES' ASSOCIATION AGREEMENT

PREAMBLE

This Agreement, entered into this 20th day of December 2017, for the years 2018, 2019, 2020 and 2021, 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 hereinafter designated as "Denville" or the "Township" and the Denville Township Employees' Association, hereinafter designated as the "Association".

WITNESSETH

WHEREAS, the Township has an obligation, pursuant to Chapter 303 Public Laws of 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Township and the Association agree:

ARTICLE 1

RECOGNITION CLAUSE

The Township hereby recognizes the Association as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all full time employees of the Township but excluding Police, Public Works employees, Confidential employees, part-time employees, temporary employees and members of the Denville Township Supervisory Association.

For purposes of this Article, all full time employees are those who work twenty eight (28) hours or more per week on a regular employment basis and/or those who work one hundred twelve (112) hours per month on a regular employment basis.

ARTICLE II

MANAGEMENTS RIGHTS AND RESPONSIBILITIES

The Township, on its own behalf and on behalf of the citizens of the Township of Denville in the County of Morris and 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 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 Association President shall be notified prior to any adjustments in salary for job change, upgrading, new duties, certifications, etc. No employee covered under this contract is permitted to negotiate for him or her self without the President's knowledge.

The exercise of the forgoing powers, rights, authority, 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 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 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 orders applicable to the operation and performance of its functions.

ARTICLE III

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. When an immediate family member (spouse, child, parents or family member dependent upon the employee for care) is ill, requiring the employee's attendance, it is agreed that up to ten (10) sick days can be used as "Family Sick" days, in one calendar year. At the discretion of the Administrator, the remaining five (5) sick days may be granted as "Family Sick" days when requested by an employee.
 - 1. New employees hired after 12/95 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. New employees will begin to receive sick time at the rate of 8 ¾ hrs per month from date of hire.
 - 3. Effective July 1, 2014, upon retirement or voluntary resignation, employees shall be eligible for a pro-rata payment of their unused sick days at fifty (50%) percent for the current year up to their last physical date of work before their retirement or voluntary resignation is effective.

4. At the discretion of the Department Head or the Business Administrator, an employee may be required to provide the Township with acceptable evidence attesting to said employee's inability to report to work if the sick leave extends for three (3) consecutive days or for more than ten (10) days during the course of a calendar year. If a note is to be required, this information must be conveyed to the employee by the Department Head or the Business Administrator on or before 10:00 AM of the third consecutive day the employee is absent or on or before 10:00 AM of any day on or after the tenth day of sick leave in a calendar year.
- B.** Effective 7/1/95 and for the duration of this Agreement the following provisions shall be applicable to the sick leave program:
1. No additional time will be earned while on terminal leave.
 2. **TERMINAL LEAVE BANK** - Employees with less than 75 days in their Terminal Leave Bank may add unused sick leave to their Terminal Leave Bank on a ratio of 1 day for 3 days until their elected cap is reached.
 3. **SICK LEAVE BANK** - A Sick Leave Bank will be established in 1995 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 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 changes to 50% per year in cash or 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 Terminal Leave Bank is reached, vested employees may buy down days in the Terminal Leave Bank in the amount equivalent to the number of days allocated to the Sick Leave Bank on an annual basis. This buy down will be in addition to payment for unused sick leave as set forth in number 4. Employees become vested after ten (10) years of service with the Township and until such vesting occurs no payment from the Terminal Leave Bank for any reason, including termination of employment or buy down, shall occur. Eligible employees who seek to buy down terminal leave days must request this option by 12/15 of the preceding year and payment is subject to budget consideration. If requests for such payment exceed budget availability, payments shall be prorated among all employees requesting buy down on a percentage basis.
 6. **ADJUSTMENTS IN TERMINAL LEAVE BANK**
 - (a) Reductions 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.

- (b) Reduction in terminal leave due to buy down cannot be restored.
- (c) To qualify for regular pay under the provision of this Agreement on account of illness, absences for three (3) or more consecutive days must be supported by a physician's certificate as to the specific cause of absence. Failure to provide such a physician's certificate shall result in the forfeiture of vacation and 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 Business Administrator of the Township of Denville. The parties agree to cooperate to insure that there is no abuse in the use of sick leave, and the employer has the right to require doctor certification after five days to justify the use of sick leave. If the employer exercises its right to require such doctor certification, it shall pay for the cost of the medical examination. This medical certification is in addition to the certification required for three (3) or more days of absence as set forth above.

- C. A member of this unit may choose to add 1/3 of his unused sick days from the immediately preceding year to his vacation time for the current year and 2/3 of the unused sick days will go into the Sick Leave Bank.

D. WORK INCURRED INJURY

- (a)
 - 1) A "work-related injury or disability," as referenced herein, shall be defined by the definitions and regulations of the New Jersey Workers' Compensation Act, codified at N.J.S.A. 34:15-1. If the employer disputes the 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 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.

ARTICLE IV

BULLETIN BOARD

The Township shall provide a bulletin board for the use of the Association in a place that is accessible to all employees. This bulletin board may also be used for the posting of official Township communications.

ARTICLE V

JOB POSTINGS

The Representative of the Association will be notified of all permanent vacancies or promotions for full and part-time positions incorporated in this Agreement and a posting for a minimum of five (5) work days will be provided on the employee's bulletin board.

All applicants for vacancies and/or promotional positions shall receive an interview as well as a written reply to the status of the position(s) in question.

It is agreed that, where practicable, preference will be given to the candidates who qualify from within the bargaining unit for the vacant or newly created position.

It is specifically understood and agreed that the Township reserves the sole right to make all final decisions with regard to promotions or filling vacant positions, including temporarily filling a vacancy for emergency reasons, prior to posting.

ARTICLE VI

DUES CHECK-OFF

- A. The Township agrees to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Township and the Association and consistent with applicable law. The amount to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the 15th of the month after the month in which such deductions are made.

- B. Any written dues deduction authorization form may be withdrawn by an employee, in writing, and said deduction shall be discontinued as of January 1 or July 1, next succeeding the date on which the Notice of Withdrawal is filed.
- C. The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages incurred as a result of this clause.
- D. The Township agrees to comply with all the revisions of the New Jersey Employer-Employee Relations Act as amended, to establish an "agency shop" in the public sector, effective July 1, 1980. The fair share payment for non-members of the Association shall be 50% of the established dues structure and shall be made payable in accordance with the "Agency Shop Act".

ARTICLE VII
PERSONAL LEAVE OF ABSENCE

All employees shall be entitled to the following temporary leaves of absence, with pay:

- A. **Jury Duty:** When called for jury duty and for the duration of such service, however, the employee will be expected and required to report for work at such times as his presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service. Employees shall not be required to return payment for service as a juror and/or said amount shall not be deducted from their salary.
- B. **Bereavement Leave:** Each employee covered by this Agreement shall be entitled to three (3) off duty days with pay on the days immediately following the death of an immediate family member, which includes spouse, domestic partner, civil union partner, child, mother, mother-in-law, father, father-in-law, sisters, sisters-in-law, brothers, brothers-in-law, grandparents and grandchildren providing the employee attends the funeral. There will be one (1) day off duty with pay for the death of all other family members. The Township reserves the right to request proof of relationship provided employee attends funeral services. In special cases at the discretion of Administration and approval by the Mayor or Business Administrator, additional leave, with or without pay, may be granted when requested by an employee.
- C. **Personal Leave:** Each member covered by this Agreement shall be entitled to up to three (3) personal leave days per calendar year providing the employee gives notice to the Office of the Business Administrator prior to the start of the work day when the employee requests personal leave. Unused personal days will not be carried over to the following year.

Those members hired after January 1, 1984 will be entitled to personal days as follows:

<u>Length of Continuous Service</u>	<u>Personal Days</u>
After two (2) years of employment	one (1) day
After three (3) years of employment	two (2) days
After four (4) years of employment	three (3) days

- D. **Administrative Day:** One (1) day shall be given to each employee for use during the year or if the employee elects, receive payment for same in the last pay of the year. In order to receive payment, Administration must be notified prior to December 1st, of each year.

ARTICLE VIII
LEAVE WITHOUT PAY

All employees shall be entitled to the following temporary leaves of absence without pay:

- A. Marriage and Civil Union Leave:** Upon written request, subject to approval by the Mayor, after the recommendation by the Business Administrator, a leave of absence, without pay, for the purpose of being married, may be granted to an employee. Said leave is not to exceed a period of one week.
- B. Maternity/Paternity Leave:**
1. To qualify for maternity leave, an employee must be employed in the Township for a period of one (1) year as a full-time employee. The employee shall notify her Department Head of her pregnancy as soon as it is medically confirmed. She may request a maternity leave up to and including six (6) months, using her accumulated sick days first. Said employee may also elect to return, to her former position, at an earlier date, provided her doctor deems her medically fit and gives her a written release.
 2. If the employee is requesting time off without pay, her request must be in writing to the Administrator's Office, who may/may not recommend approval to the Municipal Council. If approved by the Council by resolution, it will be the employee's responsibility to contact the Finance Department regarding payment of pension rights or retention in the Health Benefit Program and Prescription Plan.
- C. Other Leaves of Absence:** Leave of absence with full loss of salary may be granted by the **TOWNSHIP FOR A LIMITED AND DEFINITE PERIOD.** No request for a leave of absence will be considered (1) until written application containing a statement of reasons for leave has been filed with the Business Administrator and (2) until the Business Administrator has submitted to the Mayor and the Council his/her recommendation with respect to the application.

ARTICLE IX
GRIEVANCE PROCEDURE

DEFINITIONS:

1. The term "grievance" means a complaint by an employee that, as to the employee, there has been an inequitable, improper, or unjust application, interpretation, or violation of the Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Employee is defined as all employees covered under the terms of this Agreement.

PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees as defined in this Agreement, solely restricted to the terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

GRIEVANCE: Should any dispute or difference arise between the Township and the unit representative or its members as to the interpretation, application or operation of any provision of this Agreement. Both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

FIRST: The grievance shall be reduced to writing and filed with the aggrieved person's supervisor within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held between the grievant (with the unit representative and attorney if so desired) and the supervisor within five (5) working days after the filing of the written statement with the supervisor. The supervisor shall give his written answer within five (5) working days after the meeting.

It is specifically understood and agreed between the parties that failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance unless same is of a continuing nature.

An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

SECOND: If the grievance is not settled at the first step, the grievant or the representative from the Association may make written request for a second step meeting within ten days (10) after the answer is given at the first step, except that in disciplinary action grievances the written request for a second step meeting shall be made within five (5) working days after the answer is received at the first step.

The second step meeting shall be with the Business Administrator within ten (10) days after the filing of the written request for a second step meeting. The Business Administrator shall give her written answer within five (5) working days after the meeting.

THIRD: If the grievance is not settled at the second step, the grievant or the representative from the Association may make written request for a third step meeting within ten (10) calendar days after the answer is given at the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Business Administrator shall set a meeting within five (5) working days after the request is received or for such other time as is mutually agreeable. This third step meeting shall be between the Mayor of the Township acting on behalf of the Township and the grievant, with the Association's representative and the grievant's attorney, if the grievant has counsel. The Township's answer to the third step shall be delivered to the Association within five (5) working days after the meeting.

A disciplined employee may, at option, proceed initially to the second step of the grievance procedure, or to the third step if the grievance relates to an action of the Business Administrator. Grievances concerning such matters shall be filed in writing with the Business Administrator within ten (10) working days after the event or the option under this section shall be deemed waived. The second step grievance meeting on disciplinary matters shall be held within ten (10) working days after a request unless other arrangements are mutually agreed upon.

FOURTH: If the aggrieved person or the Association representative is not satisfied with the handling or result of the grievance at the third level, he may within fifteen (15) days notify the Mayor of the Township in writing that he wishes to take the matter to arbitration. It is expressly understood and agreed that the submission of this matter to arbitration under the terms and conditions set forth herein shall be a condition precedent to the institution of any civil action in a court of competent jurisdiction and that the failure to proceed through the grievance procedure set forth in this Agreement shall be grounds for dismissal of such civil action. Within ten (10) working days after such written notice of submission to arbitration the Business Administrator of the Township and the Association's representative shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions ordering an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township and to the representative and shall be binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Association. Any additional expenses incurred shall be paid by the party incurring same.

ARTICLE X

HOLIDAYS

All employees covered under the terms of this Agreement shall be entitled to the listed holidays with pay:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day (Friday after Thanksgiving)
½ Day (P.M.) Christmas Eve

Christmas Day
½ Day (P.M.) New Year's Eve
Personal Floating Holiday

Employees are entitled to the above listed twelve (12) holidays per year, including: ten (10) full day and two (2) half-day designated holidays and one (1) personal floating holiday .

When any of the previously mentioned holidays fall on a Saturday or 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 any of the above paid holidays, the employee must work the regular work days before and after such holiday, except if the holiday falls during an employee's vacation or personal time, in which event the employee will receive an additional day of vacation.

Each regular-full time dispatcher shall be eligible for 96 hours per annum of holiday time during the term of this agreement (inclusive of 10 designated holidays, 2 – ½ day consensual Association holidays and 1 personal floating holiday). Requests to utilize holiday time shall be made in advance to the employee's supervisor in accordance with departmental policy prevailing.

In the event of a local Denville Township declaration in which all or a portion of municipal offices are closed either for the entire day or portion thereof, those employees assigned in the office(s) being closed shall receive full compensation without the need to utilize leave benefits for the day or portion thereof. **If the municipal offices are closed for a portion of a day, an employee who elects to take off the entire day shall only be required to utilize leave time for those hours the municipal building was open (i.e. – two hour delayed opening or early closing where balance of staff is required to work thru their lunch, an employee assigned to work for seven (7) hours will only be charged for six (6) hours of leave time).**

ARTICLE XI
HEALTH INSURANCE BENEFITS

- (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 (\$5/\$20/2X) insurance. Vision care shall be provided to the employee only. All employees shall be required to contribute through direct payroll deduction towards health insurance benefits listed above at the rate as established by the State of New Jersey.
- (B) The Township is free to place the insurance with any agency as long as the benefits remain substantially equal or better than the current coverage.

ARTICLE XII
WORK RELATED EQUIPMENT AND TUITION

The Township shall provide work related equipment such as foul weather gear, shoes or uniforms, as necessitated for safety reasons and job requirements, to be approved by the Business Administrator.

Tuition for work related courses will be paid when required and approved by the Business Administrator. Employees pursuing an Associate's Degree or Bachelor's Degree applicable to their department/division and with prior approval of their immediate supervisor, as well as the Business Administrator, will receive reimbursements for TUITION only. The Township shall rely upon the Tuition Reimbursement Program as defined in the most current Township of Denville Employee's Handbook.

Upon completion of obtaining job-related degree, employees covered under this contract shall receive \$1,500 supplementary compensation added to their salary.

- 1) Upon completion of obtaining a State Certification or accredited program certification, which are job related, employees covered under this contract shall receive a \$1,500 supplementary compensation added to their base pay. Application for enrollment in certification program must have prior approval of department supervisor and business administrator.
- 2) If Continuing Education Credits (CEU's), conferences and/or seminars, are required to be taken in order to maintain certification, all related costs and expenses will be paid by the Township. The employee will be allowed time off without being penalized to attend. The employee must obtain approval from their department supervisor before attending.
- 3) After an employee has successfully completed training which will result in either (1) additional duties required for the position or (2) additional levels of responsibility which have approval of the Human Resource Office, an adjustment may be made to their salary, after recommendation an approval from the Department Head and Business Administrator. Recommendations from Department Heads, as well as responses by Administration shall be documented in writing and copies provided to all related parties (Employee, Department Head, Administrator, and DTEA President).

ARTICLE XIII
HOURS OF WORK

Full time employees covered under the terms of this Agreement shall work seven (7) hours per day, five (5) days per week, except for the custodian (40), and dispatcher (up to 48)). In the event that an employee is required to perform duties in excess of thirty five (35) hours in one calendar week, said employee shall be compensated at straight time (1/70) of the biweekly salary per hour to forty (40) hours and in excess of forty (40) hours in one (1) calendar week, at time and one-half (3/140) of the biweekly salary per hour for each hour worked or major fraction thereof, and provided advance approval is granted by the respective departmental supervisor.

Employees have the option to receive earned overtime as pay or in the form of compensatory time off at the same rate as payment.

The parties acknowledge that Dispatchers are non-exempt employees entitled to overtime under the Fair Labor Standards Act ('FLSA'). The parties further acknowledge that a regular schedule of 'four – 12 hour days on' and 'four – 12 hour days off' includes both regular hours in addition to 108 hours of overtime per year. In accordance with the FLSA, the Association agrees that Dispatchers shall accept a lump sum quarterly pre-payment of 27 hours of overtime at one-and-one-half (1 ½) time the employee's regular hourly rate on or before January 21st, April 21st, July 21st, and October 21st of each year. Any other overtime earned during the year will be paid in the pay period during which it was earned in accordance with this Agreement. In the event a Dispatcher's employment terminates before all of the 108 hours of overtime is earned, the portion which was paid, but unearned, will be deducted from the employee's final paycheck on a pro-rata basis.

CALL OUT: Upon adoption, the following job titles will be compensated for a minimum of four (4) hours call out.

Custodian

Deputy Court Clerk

OEM Secretary

* All Police Civilian Personnel

This will be at the regular hourly rate until forty (40) hours have been worked or, at the discretion of the Township Administrator, the employee has maintained their normal work schedule. At this time the rate of pay will be 1-1/2 times their hourly salary. This will be in effect for weekdays from 8 a.m. Monday through 4 p.m. Friday and on weekends from 4 p.m. Friday through 8 a.m. Monday. Holidays will also be paid at a rate of 1-1/2 times their hourly salary.

* Only during emergent or serious incidents, or when requested by a supervisor may any of the above-mentioned job titles be utilized.

A. The Animal Control Officer may be called out beyond the normal working hours under the following circumstances:

1. Any domesticated animal struck by a motor vehicle.
2. Any dead domesticated animal.
3. Any dead animal that is a hazard to traffic or health threat to people.
4. Any animal that is of a vicious nature that is deemed a threat to any person or other animal.
5. Any trapped or injured animal.

B. Should there be a situation involving an animal that is not listed above, the shift commander may contact the Animal Control Officer to determine if he or she will respond.

MEETINGS: Any member required to attend meetings after normal business hours as part of their regular job duties, shall be compensated \$155.00 per meeting and must be approved by the department supervisor or business administrator. In order to receive the compensation, meeting duties should include preparation for the meeting (to include but not be limited to setting the agenda, research studies, making maps or multiple copies for use at the meeting), attendance at the meeting and follow-up after the meeting (to include but not be limited to preparing minutes, further studies, writing report of the meeting).

ARTICLE XIV

VACATION

Each regular full time employee covered under the terms of this Agreement shall be entitled to the following vacation schedule:

Length of Continuous Service

Vacation

Over 4 months to 1 year

1 day per month, starting with the fifth month of employment

After 1 year to 4 years

10 working days

After 4 years to 14 years

10 working days plus 1 day per year of service after fourth year

After 14 years to 19 years

20 working days plus 1 day per year of service after fourteenth year

After 19 years

25 working days plus 1 day per year of service for each year in excess of 19 years, up to a maximum of 30 working days.

Employees hired on or after January 1, 2018 shall be eligible to earn a maximum of 25 days of vacation after 19 years of employment.

Vacation eligibility shall be calculated from the date of employment. In the employee's first year, vacation will be prorated.

All employees covered by this Agreement shall be entitled to carry up to five (5) days of vacation time from the year earned to the next succeeding calendar year. These carry over vacation days will be the first ones utilized before any other time can be taken. Under extraordinary circumstances, an employee, with approval by the Business Administrator, may request to exceed the maximum number of carry over vacation days. However, these days must be the first utilized in the next calendar year.

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 is effective.

If the municipal offices are closed for a portion of a day, an employee who elects to take off the entire day shall only be required to utilize leave time for those hours the municipal building was open (i.e. – two hour delayed opening or early closing where balance of staff is requested to work thru their lunch, an employee assigned to work for seven (7) hours will only be charged for six (6) hours of leave time).

ARTICLE XV

MISCELLANEOUS

No agreement or amendment shall be binding on any of the parties hereto unless such agreement is made and executed in writing between the parties.

NON DISCRIMINATION

The Township and the Association both agree that they shall not discriminate against any employee because of race, color, creed, religion, ancestry, national origin, nationality, sex, age, marital, domestic partnership or civil union status, affectual or sexual orientation, gender identification, disability, military service, genetic information atypical cellular or blood trait or Association membership.

PRESIDENT'S RELEASED TIME

The Association President, or designee, appointed annually, designated in writing shall be allowed released times, without loss of pay, from assigned duties for the investigation of grievances, handling of grievances and arbitration purposes providing that such released time is approved by the immediate supervisor and counter approved by the Township Business Administrator. It is agreed between both parties that if there is an abuse of the aforementioned released time the Township has the sole right to discontinue this practice for the Association President.

DISTRIBUTION OF AGREEMENT

After the signing of this Agreement the Township, at its expenses, will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy and so that there are sufficient additional copies of this Agreement for distribution to employees subsequently hired.

MAINTENANCE OF BENEFITS

All working conditions in effect on the date of the execution of this Agreement shall be continued for the duration of this Agreement.

TRANSPORTATION EXPENSE

All mileage, in lieu of actual expenses of transportation, allowed any employee covered under the terms of this Agreement traveling by his own vehicle on approved municipal business away from the designated post of duty shall be at the IRS rate at the beginning of each contract year. Employees shall be eligible for mileage reimbursement for conducting work-related business in their personal vehicle only when a Township vehicle is not available.

ARTICLE XVI

SALARIES

Employees, other than dispatchers who are covered under a different salary schedule, covered under the terms of this Agreement shall have their salaries increased by the following:

Effective 01/01/18 there shall be a 2.00% increase

Effective 01/01/19 there shall be a 2.00% increase

Effective 01/01/20 there shall be a 2.00% increase

Effective 01/01/21 there shall be a 2.00% increase

<u>TITLE</u>	2018 2.00% Effective: 1/1/2018	2019 2.00% 1/1/2019	2020 2.00% 1/1/2020	2021 2.00% 1/1/2021
Custodian of Buildings & Grounds (Mindlin)	\$42,167	\$43,010	\$43,870	\$44,747
DPW Secretary (Saskowitz)	\$48,677	\$49,651	\$50,644	\$51,657
Asst. Court Administrator (Galluzzi)	\$48,450	\$49,419	\$50,407	\$51,415
Deputy Court Clerk (Capone)	\$44,635	\$45,528	\$46,439	\$47,368
Senior Records Clerk (Police) (Egbert)	\$41,921	\$42,759	\$43,614	\$44,486
Records Clerk (Police) (Moore)	\$32,885	\$33,543	\$34,214	\$34,898
Secretary (Police) (Curren)	\$54,091	\$55,173	\$56,276	\$57,402
Health Department Clerk (Walsh)	\$33,807	\$34,483	\$35,173	\$35,876
Clerk (Utilities) (Lansdowne)	\$33,536	\$34,207	\$34,891	\$35,589
Utility Collector Senior Clerk (Begg)	\$44,792	\$45,688	\$46,602	\$47,534
Technical Assistant to Construction Official (Goldberg)	\$48,890	\$49,868	\$50,865	\$51,882
Animal Control Officer (Petrillo)	\$70,583	\$71,995	\$73,435	\$74,904
Deputy Tax Assessor / Admin. Assistant (Stefanacci)	\$49,604	\$50,596	\$51,608	\$52,640
Clerk (DPW) (Garvey)	\$32,246	\$32,891	\$33,549	\$34,220
DPW Clerk (Ciambrone)	\$35,366	\$36,073	\$36,794	\$37,350
Senior Citizen Bus Driver (2) (Hernandez and Van Dyk)	\$36,407	\$37,135	\$37,878	\$38,636
Planning & Zon. Board Secretary (Unrath)	\$44,408	\$45,296	\$46,202	\$47,126
Senior Clerk – Accounts Payable/Accounts Receivable (Pfeil)	\$40,309	\$41,115	\$41,937	\$42,776
Administrative Specialist (Police) (Sharples)	\$52,556	\$53,607	\$54,679	\$55,773
Construction Department Clerk (Boralsky)	\$ 35,337	\$36,044	\$ 36,765	\$ 37,500
Registrar of Vital Statistics	\$ 52,010	\$ 53,050	\$ 54,111	\$ 55,193
OEM Secretary (Saskowitz)	\$3,347	\$3,414	\$3,482	\$3,552
Recycling Coordinator	\$1,040	\$1,061	\$1,082	\$1,104
CRS Coordinator	\$1,082	\$1,104	\$1,126	\$1,149
COAH Coordinator	\$ 3,121	\$ 3,183	\$ 3,247	\$3,312

DISPATCHER SALARY SCHEDULE

Dispatchers will be compensated according to the following schedule:

Effective 01/01/18 there shall be a 0.65% increase

Effective 01/01/19 there shall be a 1.13% increase

Effective 01/01/20 there shall be a 1.33% increase

Effective 01/01/21 there shall be a 1.34% increase

SALARY PROFICIENCY LEVELS - DISPATCHERS

	2018	2019	2020	2021
	0.65%	1.13%	1.33%	1.34%
Effective:	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Level				
1	\$ 62,772	\$ 63,481	\$ 64,325	\$ 65,187
2	\$ 64,674	\$ 65,405	\$ 66,275	\$ 67,163
3	\$ 66,577	\$ 67,329	\$ 68,224	\$ 69,138
4	\$ 68,481	\$ 69,255	\$ 70,176	\$ 71,116
5	\$ 70,383	\$ 71,178	\$ 72,125	\$ 73,091
6	\$ 72,286	\$ 73,103	\$ 74,075	\$ 75,068
7	\$ 74,186	\$ 75,024	\$ 76,022	\$ 77,041

POLICY:

1. Newly hired dispatchers without prior experience will be paid at the first level.
Nothing prevents management from hiring an experienced dispatcher at a higher level.
2. Dispatchers will receive performance evaluations twice a year from their shift Sergeants.
3. Based on performance evaluations, and a review of their personnel file, the Chief of Police will make recommendations as to whether a dispatcher will be elevated to the next higher payment level at the end of the calendar year.

ARTICLE XVII

TERM OF CONTRACT

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and set their hands and seals thereon executing this Agreement by their duly authorized agents this 20th day of December, 2017.

ATTEST:

By: Kathryn Bowditch-Leon
Kathryn Bowditch-Leon, RMC/CMC
Township Clerk

TOWNSHIP OF DENVILLE:

By: Thomas W. Andes
Thomas W. Andes
Mayor

ATTEST:

By: Kathryn Bowditch-Leon
Kathryn Bowditch-Leon, RMC
Township Clerk

TOWNSHIP OF DENVILLE EMPLOYEES

ASSOCIATION:

By: Kim Goldberg
Kim Goldberg,
Association President

By: Susan Pfeil
Susan Pfeil
Association Vice President

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

WHEREAS, the Township of Denville has been engaged in collective bargaining with the members of the Denville Township Employees' Association for a successor agreement for the agreement which expires 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) The salary increases shall be as follows:
 - a. 2.0% base salary increase, dispatchers 0.65% increase – effective January 1, 2018;
 - b. 2.0% base salary increase, dispatchers 1.13% increase – effective January 1, 2019;
 - c. 2.0% base salary increase, dispatchers 1.33% increase – effective January 1, 2020;
 - d. 2.0% base salary increase, dispatchers 1.34% increase – effective January 1, 2021;
- 3) Clarify language associated with employee's requirement to provide acceptable medical evidence after certain sick leave usage thresholds have been surpassed;
- 4) Clarify language associated with employees' requirement to utilize leave benefits during inclement weather events;
- 5) Increase after hours board meeting stipend from \$135.00 to \$155.00 per meeting;
- 6) Amend language to cap vacation accrual to 25 days after 19 years of employment for those employees hired on or after January 1, 2018; and
- 7) Amend language to permit employees to carry-over a maximum of five (5) days of vacation time from the year earned to the next succeeding year [formerly was three (3) days].

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

BE IT FURTHER RESOLVED that a fully-executed copy of the Collective Bargaining Agreement between the Township of Denville and the Denville Township 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. 21-17 by the Council and approval by the 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.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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 December 19, 2017.

12/20/2017
Certification Date

Kathryn Bowditch-Leon
Kathryn Bowditch-Leon, RMC
Municipal Clerk