

Contract no. 1268

T

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF DENVILLE**

**and**

**DENVILLE PUBLIC WORKS  
EMPLOYEES' ASSOCIATION**

**January 1, 1992 to December 31, 1993**

THIS AGREEMENT entered into this            day of  
1992, by and between

THE TOWNSHIP OF DENVILLE, Municipal Corporation of the State of  
New Jersey, having its principal office at One 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".

W I T N E S S E T H

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 superintendents and or Director; 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 superintendents and Director; 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 that mutual covenants hereof, the parties hereto do covenant and agree as follows:

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## 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, right, 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, 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 orders 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 this Section entitled Salary.

(B) **Seasonal Employees.** An employee hired for a seasonal job classification shall not be subject to the terms of this agreement. No seasonal employee shall be retained as a seasonal employee of the Township for a period in excess of nine (9) months, the Township, at its sole discretion, shall either terminate the employment relationship or make an appointment to a permanent employment position.

(C) Nothing herein shall prohibit the reemployment from year-to-year of a seasonal employee who is employed for nine (9) months or less in a calendar year. Said employees shall retain temporary status.

SECTION 3

SALARY

	<u>4.5%</u> <u>1992</u>	<u>5%</u> <u>1993</u>
Laborer	\$14.38	\$15.10
Truck Driver	\$15.76	\$16.55
Meter Reader	\$11.87	\$12.46
Mechanic Helper	\$16.06	\$16.86
Equipment Operator	\$16.45	\$17.27
Mechanic	\$16.84	\$17.69
Head Mechanic	\$17.94	\$18.84
Body & Fender Repairman	\$16.73	\$17.57
Assistant Foreman	\$17.94	\$18.84
Foreman*	See Schedule "A"	

B. \*Includes all categories of Foreman.

C. Retention of body and 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.

D. For all laborers, mechanic's helpers and truck drivers hired after December 31, 1982, there will be movement on the Step Guide outlined herein. Each step represents one year in service and each man will move one step on his anniversary date with the Township.

SCHEDULE "A"

FOREMAN'S SALARY

<u>4.5%</u> <u>1992</u>	<u>5%</u> <u>1993</u>
\$18.95	\$19.90



	<u>4.5%</u> <u>1992</u>	<u>5%</u> <u>1993</u>
<b><u>Laborer</u></b>		
Step 1	\$13.31	\$13.98
2	\$13.64	\$14.32
3	\$13.98	\$14.68
4	\$14.38	\$15.10
<b><u>Truck Driver</u></b>		
Step 1	\$14.57	\$15.30
2	\$14.95	\$15.70
3	\$15.32	\$16.09
4	\$15.76	\$16.55
<b><u>Mechanic Helper</u></b>		
Step 1	\$15.00	\$15.75
2	\$15.36	\$16.13
3	\$15.73	\$16.52
4	\$16.06	\$16.86

SECTION 4

LONGEVITY INCREMENT

An increment in addition to the base salary shall be paid for time in service as follows:

<u>Service Period</u>	<u>1992</u>	<u>1993</u>
0 through 3 years	None	None
4 through 8 years	\$ 458	\$ 458
8 through 11 years	\$ 572	\$ 572
12 through 15 years	\$ 687	\$ 687
16 through 20 years	\$ 916	\$ 916
21 through 24 years	\$1038	\$1038
25 and over	\$1145	\$1145

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
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

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. To be entitled to any of the above paid holidays, the employees must work the regular work days before and after such holiday, except if the holiday falls during an employee's vacation period, in which event the employee will receive an additional day of vacation.

Any time which the Municipal Office is closed at the direction of the Mayor, the Public Works Employees governed by this Agreement will be given a day off, provided however, that the identity of the individual employee and the date of his day off will be approved by the Director of Public Works.

Equivalent time off as provided for herein shall also be granted to those employees who have utilized approved vacation or personal leave time on such days.

SECTION 6

SICK LEAVE

(A) Each regular, full-time employee covered by this Agreement shall be entitled to compensable leave of eighteen (18) days per year. The sick leave may be accumulated up to one hundred and fifteen (115) days. The eighteen (18) days sick leave vests to the employee on the first day of each year. All days in excess of the accumulative sick time designated herein shall be cancelled, with no compensatory income or compensatory time off to be received for such excess. Accumulation of sick days shall, however, be applied towards retirement. The eighteen (18) days added on the first day of each year will be used throughout the year before deduction from accumulation.

(B) 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 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 Superintendent or the Director of the Department of Public Works or, if there is none, the Business Administrator of the Township of Denville.

(C) If an employee attains the maximum accumulation, the employee can add one-third (1/3) of each year's remaining sick days for purposes of his terminal leave bank to the one hundred and fifteen (115) bank. However, the employee must exercise this option after the 31st of December each year.

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 through 4 years	Two (2) weeks
After 4 years through 14th year	Two (2) weeks, plus one day per year of service after 4th year
After 14th year through 19th year	Four (4) weeks, plus one day per year of service after 14th 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 days, for any employee with continuous service.

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.

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, children, mother, father, sisters or brothers, providing the employee attends the funeral; and each employee shall be entitled to a day off, with pay, to attend the funeral of a grandfather or grandmother. In special cases, at the discretion of Administration and approval by the Mayor or Administrator, personal leave 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) Each member of the Department of Public Works employed prior to and up to July 31, 1984 and covered by this Agreement shall be entitled to three (3) personal leave days per calendar year, without being required to give any reason or notice.

(C) Any new employee hired August 1, 1984 or later shall be entitled to the following personal days:

After 2 years of employment	1 day
After 3 years of employment	2 days
After 4 years of employment	3 days

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.

(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) Work week and overtime sewer callout on Saturday and Sunday will be at double the regular rate for time worked. This provision is applicable to all employees covered under this Agreement.

(F) CALL-OUT - Any man called out from his home for work shall be compensated with a minimum of four (4) hours call out time at the time and one-half rate for work in excess of 40 hours per week or eight (8) hours per day. Any man 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) hour call out guarantee. Any man 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 40 hours per week or eight (8) hours per day for that 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.

(G) **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) men. The responsibility will be to check all sewer and water pumping stations on his designated weekend and to respond to any sewer or pumping station emergency registered at police headquarters lightboard. Compensation shall be Seventy-Five (\$75.00) Dollars for Saturday and Seventy-Five (\$75.00) Dollars for Sunday. He shall be supplied a vehicle for use on the weekend designated.

If the emergency requires his work at the emergency for over one (1) hours he will be compensated at regular compensation rate as per the day of the week in addition to stipend above.



SECTION 10

GRIEVANCE PROCEDURE

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 grievance shall be as follows:

(a) STEP ONE

In the event that any employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Director or Public Works or his designee. 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 Director of Public Works it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his 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 employer's governing body or its representative 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 he may incur.

SECTION 11

PROMOTION

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.

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 each employee after the completion of four (4) hours of overtime by each employee. When overtime continues in excess of two (2) hours immediately after the completion of a regular work day, each 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 A.M. and terminate at 3:30 P.M.

The lunch period shall be from 11:30 A.M. to Noon.

The working schedule shall consist of eight and one-half ( $8\frac{1}{2}$ ) hours, inclusive of the "unpaid" one-half ( $\frac{1}{2}$ ) hour meal 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:

- (1) Working gloves (minimum of six (6) pairs as needed)
- (2) Hard toe shoes (minimum of two (2) pairs as needed)
- (3) Hard Hat
- (4) 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 a sum of \$110.00 for the purchase of hard toe shoes which is permitted on two (2) occasions each year may be combined to a total per annum credit of \$220.00. 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, and job descriptions shall be prepared by the Township and approved by the Association's representative. Employees shall be required to wear safety equipment where required and instructed.

B. Safety Clause - Iron coffin will be provided or adequate alternate showing the following circumstances:

- (1) Trench excavation depth over five (5) feet.
- (2) Sandy soil.
- (3) Soil with water in it which is sufficient to destroy soil characteristics.

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

D. (1) Each employee designated "mechanic" shall receive Three Hundred (\$350) Dollars in 1992 and Four Hundred (\$400) Dollars in 1993 as an annual tool allowance. Said designated "mechanic" shall be entitled to receive the \$350 or \$400 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) coveralls to present employees who do not have coveralls, and new employees will receive the coveralls after six (6) months of employment. Said coveralls will be replaced on an as needed basis.

One (1) winter jacket will be provided on a biannual basis.

The above items and number of issue can be adjusted by the employee with the consent and approval of the Director of Public Works.

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



SECTION 16

MEDICAL COVERAGE

A. Blue Cross/Blue Shield medical and hospitalization benefits, Rider J and excess medical coverage pursuant to the existing State Plan shall be provided by the Township of Denville. Any extension or increase in the State Plan will be granted to the employees covered under this Agreement. Each employee may exercise his option annually to join the HMO program but will be responsible personally for the premium cost which exceeds that paid by the Employer under the Blue Cross/Blue Shield State Plan.

The Township is free to place the insurance with any agency they wish as long as the benefits remain substantially the same.

B. Prescription card system, providing prescription drug benefits for group policy holders, will provide employees and dependents with prescription drugs. Each eligible employee will have a personalized card, which is to be presented to any participating pharmacy upon purchase of needed drugs, in addition to which, the employee pays Two (\$2.00) Dollars per prescription on retail cost. A copy of participating plan will be filed with Denville Public Works Employee Association.

C. Every member of D.P.E.A. will receive a contract from Blue Cross/Blue Shield, excess major medical and Rider J. The Township will aid the membership in filing all claims to maximize their benefit.

D. Effective July 1, 1990 the Township Vision Plan (Vision Service Plan) shall be provided for employees only covered by this contract.

E. Effective July 1, 1991 the dental plan coverage (Delta Dental Plan of New Jersey, Inc.) shall be provided for full family coverage.

F. Employees covered under this contract shall be provided with a vaccination for poison ivy on an annual basis as needed at the employer's expense.

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 there is compliance with Subsection C of this Section. Employee will be selected by Administrator for 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:

(1) A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course; and/or

(2) 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 of the tuition costs has been received, or indicating the extent of any 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.

(3) A receipted voucher for the costs of books purchased and required in connection with the approved course, and a statement that the books were required by the institution.

D. The education benefits described in this Section shall be payable on or before June 30th of each contract 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 share fee for services rendered by the majority bargaining representative shall be in an 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 event shall the fee exceed eight-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, as shall be determined by a list of such 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 therefor. 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. 34:13A:5.4 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 or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforesaid categories nor any 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 Denville Public Works Employees 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 his demise (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 become effective and retroactive to January 1, 1992 and shall remain in full force and effect until the 31st day of December 1993.

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 15, 1993. 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 Council they will pay any retroactive monies due and owing within thirty (30) 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

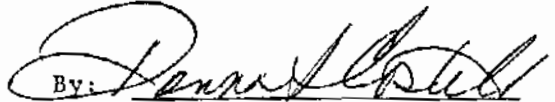
NO WAIVER


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 right or benefit to which the employees herein 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:

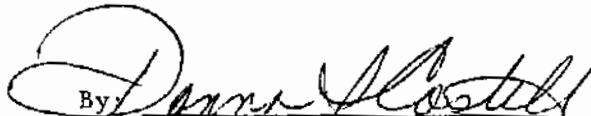
TOWNSHIP OF DENVILLE

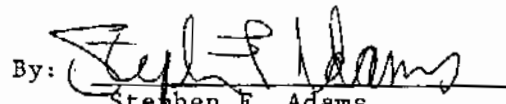
By:   
Donna I. Costello, RMC/CMC  
Municipal Clerk

By:   
James F. Dyer  
Mayor

ATTEST:

DENVILLE PUBLIC WORKS  
EMPLOYEES ASSOCIATION

By:   
Donna I. Costello, RMC/CMC  
Municipal Clerk

By:   
Stephen F. Adams  
President