

**AGREEMENT**  
**BETWEEN**  
**TOWNSHIP OF DENVILLE**  
**AND**  
**DENVILLE TOWNSHIP**  
**SUPERVISORY EMPLOYEES' ASSOCIATION**

January 1, 2018 to December 31, 2021

**INDEX**

Article I	Recognition Clause.....	2
Article II	Management’s Rights and Responsibility.....	2
Article III	Sick Leave.....	3
Article IV	Bulletin Board.....	6
Article V	Job Postings.....	6
Article VI	Dues Check Off.....	6
Article VII	Personal Leave of Absence.....	7
Article VIII	Leave Without Pay.....	8
Article IX	Grievance Procedure.....	8
Article X	Holidays.....	10
Article XI	Health Insurance Benefits.....	11
Article XII	Work Related Equipment and Tuition.....	11
Article XIII	Hours of Work.....	12
Article XIV	Vacation.....	13
Article XV	Miscellaneous.....	14
Article XVI	Salaries.....	15
Article XVII	Term of Contract.....	17

**DENVILLE SUPERVISORY EMPLOYEES' ASSOCIATION AGREEMENT**

**PREAMBLE**

**THIS AGREEMENT** entered into this 20<sup>th</sup> 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 Supervisory 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 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 mutual covenants and other good and valuable consideration, the Township and Association agree:

**ARTICLE 1**

**RECOGNITION CLAUSE**

The Township hereby recognizes the Association as the exclusive representative for the 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, members of the Denville Township Employees 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.

**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 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.

**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. New employees will begin to receive sick time at the rate of 8 ¾ hours per month from date of hire.

New Employees hired after December 1995 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 December 15<sup>th</sup> as to this option.

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.

- B. Effective July 1, 1995 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 was 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 above 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 December 15<sup>th</sup> 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 by down on a percentage basis.
6. **ADJUSTMENTS IN TERMINAL LEAVE BANK**
  - (a) 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 December 15<sup>th</sup> 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) In order 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 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 Business Administrator. 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 (5) days to justify the use of

sick leave. If the employer exercised 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 five (5) 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. If the unit member is terminated for cause or takes employment where the full member of accumulated sick days are recognized and transferred, the Township will not be obligated to compensate the unit member for same. This option shall not affect the right to compensation for unused sick days at full value upon retirement.

**E. WORK INCURRED INJURY**

1.

- a) 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 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.
- b) 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 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.

- 2. 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 worker’s 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.

3. 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.
4. 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 Representatives of the Association will be notified of all permanent vacancies or promotion opportunities for full 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 15<sup>th</sup> 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 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, civil union partner, domestic partner, children, mother, mother-in-law, father, father-in-law, sisters, sisters-in-law, brothers, brothers-in-law aunts, uncles, grandparents and grandchildren providing the employee attends the funeral. Effective upon ratification of this contract, 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 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.
- D. **Professional Day:** One day will be given to each supervisor for use during the year or if they elect, receive payment for same in the last pay of the year. In order to receive payment, Administration must be notified prior to December 1<sup>st</sup> 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/or 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:** Both parties agree that a Maternity Clause will be incorporated in this Agreement to conform with the New Jersey State Law.
- C. **Other Leaves 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 the same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

**FIRST:** A meeting shall be held between the grievant, with the unit representative and attorney, if so desired, and the Business Administrator within ten (10) calendar days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Business Administrator shall give his/her written answer within five (5) working days after the meeting.

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

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* twenty days (20) 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 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 second 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 second step shall be delivered to the Association with five (5) working days after the meeting.

A disciplined employee may, at option, proceed initially to the second step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Mayor within five (5) working days after the discipline 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.

**THIRD:** If the aggrieved person or the Association representative is not satisfied with the handling or result of the grievance at the second 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 civic 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 a 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 decision of an act prohibited by law, or which is in violation 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 (PM) Christmas Eve  
Christmas Day  
½ day (PM) New Year's Eve  
Personal Floating Holiday (2)

Employees are entitled to the above listed thirteen (13) holidays per year, including: ten (10) full day and two (2) half day designated holidays and two (2) personal floating holiday. Floating holidays shall be used in the year in which they are granted and are not eligible for carry-over or payment if not used.

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 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, employees covered under the terms of this Agreement will be given a day off with pay. However, in the event of an employee(s) covered under the terms of this agreement is required to work on all or a portion of the day in which the Municipal Offices are closed, said employee(s) shall not be entitled to additional compensation or bonus time off.

**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 to 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 uniform, not to exceed Four Hundred (\$400) Dollars with receipts, as necessitated for safety reasons and job requirements, and to be approved by the Business Administrator.

Tuition for work related course pertaining to the maintenance of licenses, certifications, or credentials that employees must carry in order to perform their duties, will be paid when required and approved by the Business Administrator.

Supervisors that complete advanced degrees in work related fields shall be entitled to One Thousand Five Hundred (\$1,500) dollar increase in base salary upon demonstration/completion of a degree from an accredited university.

Supervisors that obtain new licenses, certifications or credentials wherein it can demonstrated that such license will result in a tangible cost savings (i.e. – reduced consulting or private contractor fees/expenses) or ability to provide desired additional service by possession of such license, certification or credential will be eligible for an increase in compensation in an amount not to exceed \$500 to be added to employees base salary as long as license, certification or credential is maintained.. Supervisors seeking to obtain a license, certification or credential must be pre-approved by the Township Administrator prior to being potentially eligible for additional compensation. The determination as to whether to provide additional compensation and, if so, the amount of additional compensation will be at the sole discretion of the Township with said determination being conveyed to the Supervisor prior to their enrollment in the license, certification or credential course(s).

**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. In accordance with the FMLA, all employees covered under this agreement are considered 'Exempt' employees and are not eligible to receive overtime compensation for hours required to be worked beyond their normal office hours except for the following narrowly defined exceptions:

CALL OUT: The following job titles will be compensated for a minimum of two (2) hours call out.

Court Administrator

Superintendent, Buildings & Grounds

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.

- A. In the event that any job title included in this contract is called into work after their normal working day, during any event that is considered a threat to the public safety, health and welfare of the Township of Denville (except for the provisions of snow removal detailed in *Article XIII, Section B* below), and with the approval of the Business Administrator or a representative of the Administration Office, shall be compensated at a rate of pay equal to 1-1/2 times their hourly rate. The employee may have the option to receive the call out compensation as pay or in the form of compensatory time off.
- B. In the event any job title included in this contract elects to assist in plowing snow during storm events, the following shall be the rate of compensation:

- a. Effective January 1, 2018 – \$38.00 per hour
- b. Effective January 1, 2019 – \$39.00 per hour
- c. Effective January 1, 2020 - \$40.00 per hour
- d. Effective January 1, 2021 - \$41.00 per hour

The above listed rate of compensation shall be paid for the first five (5) hours of snow plowing detail in a given week (Sunday to Saturday). Any snow plowing beyond five (5) hours in a given week shall be compensated at one and one-half (1½) times the above listed rate.

**ARTICLE XIV**  
**VACATION**

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

**Length of Service**

**Vacation**

Over 4 months to 1 year	1 day per month starting with the fifth month of employment
After 1 year through 4 years	10 working days
After 4 years through 14 <sup>th</sup> year	10 working days plus 1 day per year of service after fourth year
After 14 <sup>th</sup> through 19 <sup>th</sup> year	20 working days plus 1 day per year of service after 14 <sup>th</sup> 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, 2010 shall be eligible for a maximum of 25 vacation days per year.

Vacation eligibility shall be calculated from the date of employment.

Employees may carry over up to 5 vacation days with the approval of the Business Administrator. These carry-over vacation days are to be utilized first in the next calendar year. Employees have the option of being paid for 2 of the 5 days with notification to the Business Administrator by December 1<sup>st</sup> of each year. 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

**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 the employees own vehicle on approved municipal business away from the designated post of duty shall be at the current IRS rate at the beginning of each contract year.

Effective August 31, 2012 the take-home vehicle privileges for those employees covered under this agreement shall be permanently eliminated.

**ARTICLE XVI**

**SALARIES**

Employees covered under the terms of this Agreement shall have their salaries increased by the following:

Effective 01/01/2018 there shall be a 2.0% increase

Effective 01/01/2019 there shall be a 2.0% increase

Effective 01/01/2020 there shall be a 2.0% increase

Effective 01/01/2021 there shall be a 2.0% increase

The Township at its discretion and subject to notification to the Association, shall have the right to make an adjustment in the salary of an employee covered under the terms of this Agreement to increase the salary provided for herein where circumstances of increased workload and responsibility exists. The Association, also, at its discretion may request a review of an employee's salary for the aforementioned reasons.



**BASE SALARY SCHEDULE**

<b>Effective</b>	<b>2.0%</b>		<b>2.0%</b>	
	<b>01/01/18</b>	<b>01/01/19</b>	<b>01/01/20</b>	<b>01/01/21</b>
<b><u>TITLE</u></b>				
Facilities Manager / IT	\$ 117,405	\$ 119,753	\$ 122,148	\$ 124,591
Construction Official	\$ 92,811	\$ 94,668	\$ 96,561	\$ 98,492
Court Administrator	\$ 79,833	\$ 81,430	\$ 83,058	\$ 84,719
REHS/Asst Health Supervisor	\$ 73,021	\$ 74,482	\$ 75,971	\$ 77,491
Tax Collector	\$ 73,404	\$ 74,872	\$ 76,369	\$ 77,897
Purchasing Agent	\$ 74,084	\$ 75,566	\$ 77,077	\$ 78,619
Recreation Director	\$ 76,500	\$ 78,030	\$ 79,590	\$ 81,182
Supervisor of Utilities	\$ 58,874	\$ 60,051	\$ 61,252	\$ 62,477


**ARTICLE XVII**  
**TERM OF CONTRACT**


This Agreement shall be deemed effective as January 1, 2018 and shall remain in full force and effect for a period of four (4) years and shall expire on December 31, 2021 or until a successor agreement has been reached.

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 3<sup>rd</sup> day of December, 2017.

**TOWNSHIP OF DENVILLE**

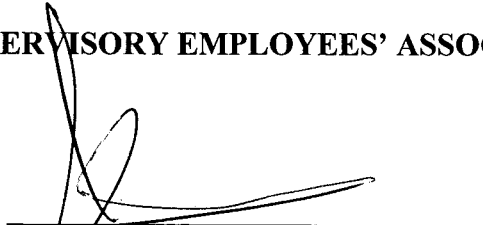
By:


  
Thomas W. Andes, Mayor

  
Kathryn Bowditch-Leon, Municipal Clerk

**TOWNSHIP OF DENVILLE SUPERVISORY EMPLOYEES' ASSOCIATION**

By:

  
John Ciardi, President

  
Claudia Botto, Vice President

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

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**WHEREAS**, the Township of Denville has been engaged in collective bargaining with the members of the Denville Supervisory Employees' Association ("DTSEA") for a successor agreement for the agreement that 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-year contract term: January 1, 2018 to December 31, 2021;
2. 2.00% base salary increase – effective January 1, 2018;
3. 2.00% base salary increase – effective January 1, 2019;
4. 2.00% base salary increase – effective January 1, 2020;
5. 2.00% base salary increase – effective January 1, 2021;
6. Leave Benefits – Revised language to clarify that if DTSEA employee is required to work on all or portion of day in which Municipal Offices are closed said employee is not entitled to additional compensation or bonus time off.
7. Vacation Accrual Capped at 25 days (instead of 30 days) for DTSEA employees hired after January 1, 2010.
8. Add one (1) floating holiday for DTSEA members in recognition of the many hours worked beyond the normal work schedule in which they are not entitled to overtime compensation or compensatory time off.
9. Increase Snow-plowing rate: \$1.00 per year for each of the four (4) years;


**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 Supervisory Employee's Association for the years 2018, 2019, 2020 and 2021.

**BE IT FURTHER RESOLVED** a fully-executed copy of the Collective Bargaining Agreement between the Township of Denville and the Denville Township Supervisory 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.

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, RMC  
Municipal Clerk