

AGREEMENT

Between

TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

and

MORRIS COUNCIL VI, N.J.C.S.A.
(Blue Collar Supervisors)

January 1, 2009 through December 31, 2011

PREAMBLE

This Agreement entered into this *4th* day of *November*, 2010⁰⁹, by and between the TOWNSHIP OF ROCKAWAY, in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township"), and Morris Council No. 6, N.J.C.S.A. (hereinafter called the "Association), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive negotiating agent for all full-time and permanent part-time Water & Sewer Supervisors, Road Supervisors, General Road Supervisors, Recreation & Parks Maintenance Supervisors and Assistant Water & Sewer Superintendent employees of the Township.

The Township reserves the right to present proposals of its own as well as counter proposals to those presented by the Association; such proposals shall be presented to the Association in writing.

3. All meetings between the parties for the purpose of negotiations shall be scheduled based on the availability of the parties and when the parties mutually determine that a meeting shall be scheduled during the work day, the employees involved shall be excused from their duties and shall suffer no loss of pay.
4. It is agreed by and between the parties that in order to facilitate the expeditious resolution of matter in dispute without undue delay, each side shall normally limit its negotiating committee to not more than two (2) members but not including counsel to either party.
5. The Township agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, all available public information and data concerning the Township which the Association may require in connection with negotiations.
6. The parties agrees that during the period of negotiations and prior to reaching an Agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares impasse.

ARTICLE IV
GRIEVANCE PROCEDURE

Definitions

1. The term "grievance" means a complaint by an employee that, as to him/her, there has been inequitable, improper, or unjust application, interpretation, or violation of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person(s) 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 a full-time or permanent part-time employee represented by the Association.
5. New Jersey Civil Service Association Morris Council No. 6 Grievance Committee is the Association's Committee on Professional Rights and Responsibilities.

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 of the Township, solely restricted to the terms and conditions of this Agreement and Civil Service Rules and Regulations. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- A. Within ten (10) days after service of such written notice of submission to arbitration, the Business Administrator and the Association shall select a mutually acceptable arbitrator according to the rules and procedures of the New Jersey State Board of Mediation. However, no arbitration shall commence within thirty (30) days of the Business Administrator's decision. If during such time the grievated elects to pursue the Civil Service appellate remedies, the matter shall be withdrawn from arbitration and no arbitration hearing shall be held.
- B. The arbitrator selected shall hold hearings promptly and shall issue his decision not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Business Administrator and the Association and shall be binding on the parties.
- C. All the cost of the arbitration, including the costs of services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Township and the Association.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE VII

DEDUCTION FROM SALARY

1. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association treasurer on the tenth (10th) working day after the last payroll paid for the prior month.
2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.
3. The Association will provide the necessary check-off authorization form and the Association will secure the signature of its members on the forms and deliver the signed forms to designated Township officials. The Association shall indemnify, defend and save the Township harmless against any and all such claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Association to the Township.
4. The Township agrees to the continuation of an Agency Shop in accordance with N.J.S.A. 34:13A-5.5.

3. Management will post a notice on all municipal bulletin boards whenever a vacancy in an existing position occurs or whenever a new position is established. In addition, this same notification shall be forwarded to each Shop Steward in each unit. Such notice is intended to alert employees of an available position within the Township.

ARTICLE X

EDUCATIONAL REIMBURSEMENT

The Township shall reimburse employees for educational costs provided:

1. The employee receives prior approval from the Township, which shall not unreasonably be denied;
2. The educational course is related to the employee's job;
3. For non-academic educational programs, the issuance of CEU's a Certificate of Completion, or a Pass Certificate is required for municipal reimbursement.
4. For college courses, an employee must receive a grade equivalent to a "B" or better.

Reimbursement shall include tuition and ancillary costs such as registration fees, books, and any other charges by the institution providing the education. Commutation, meals and other personal costs are the responsibility of the employee.

ARTICLE XII

HOURS AND OVERTIME

1. The current work week of forty (40) hours shall continue for the life of this Agreement.
2. All Road Department Supervisors covered by this Agreement shall continue to receive a stipend, a one lump sum payment as follows: Effective January 1, 2009, \$1,650.00; effective January 1, 2010, \$1,650.00; effective January 1, 2011, \$1,900.00. This compensation is in lieu of on-call time pay for winter emergencies. This yearly one lump sum payment shall be made in the last pay period in November of that year for each year. All Blue Collar Supervisors shall continue to receive over-time pay for all hours worked after the normal forty (40) hour work week. Such over-time shall be compensated for at the rate of time and one-half (1 ½). Any overtime worked on Sunday or holidays shall be compensated for at the rate of double time. Any overtime hour will be determined on the basis on anything in excess of fifteen (15) minutes in one half (1/2) hour intervals for overtime compensation.

Blue Collars Supervisors will continue to receive a minimum of four (4) hours over time pay if called to work, provided the employer has the right to retain the employee for the minimum period.

3. The current hours of Blue Collar Supervisors shall be between 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch, subject to the right of

7. Any employee covered under this Agreement, that is required to possess a Commercial Drivers License (CDL), shall receive two (2) hours off from work to renew the CDL. This shall be granted without being charged time off.
8. The Township will reimburse out-of-pocket expenses incurred in maintaining a CDL including, but not limited to, fingerprinting and physical examination (expenses in excess of insurance coverage).

ARTICLE XIV

HEALTH, MEDICAL, LIFE INSURANCE AND OTHER BENEFITS

1. The following is a list of those health, medical, dental, vision, disability, prescription and life insurance benefits provided by the Township under the collective bargaining Agreement:
 - A. The Township, at its expense shall provide for all employees, their spouses and eligible dependents enrollment in the New Jersey State Health Benefits Program effective April 1, 1998, including Major Medical and Rider J coverage and the Township shall continue to provide the existing dental, vision, disability, prescription and life insurance presently in existence. The foregoing benefits and enrollment in the New Jersey State Health Benefits Plan shall remain in effect without change except through written agreement of the Association.
 - B. Effective January 1, 2010 all Morris Council VI employees shall contribute a co-payment of \$25.00 (Twenty-five Dollars) per month, not taxable, for single coverage and a co-payment of \$40.00 (Forty Dollars) per month, not taxable, for spouse and/or dependent coverage toward the New Jersey State Health Benefits premium.
2. Health benefits shall continue upon retirement and the employer will assume the entire cost, including all of the benefits referred to in this Article XIV, Section A, for retirees who meet one of the three following criteria:

7. New employees hired after January 1, 1999 will be required to co-pay for health benefits upon retirement if they desire continuation of such benefits at the same rate as active employees.
8. New employees hired after December 31, 2003 shall co-pay for ancillary medical package (vision, prescription, dental) through payroll deduction. Effective January 1, 2010 the co-pay shall decrease from 50% (fifty percent) to 20% (twenty percent).
9. The co-payments for the Prescription Plan are as follows:
Mail Order = \$2.00; Generic = \$3.00; Brand Name = \$5.00
10. All employees requiring prescription safety glasses shall be reimbursed up to \$100.00 for said prescription upon submission of receipts.
11. Employees hired after January 1, 2010 shall contribute the co-payment that is in effect for active employees at the time of retirement in order to continue to receive the health benefits upon retirement. The employee shall meet one of the following criteria to become eligible for lifetime coverage:
 - A. Must work in a full-time capacity for the Township for a period of twenty-five (25) years and must be at least fifty-five (55) years of age.
 - B. Must be retired on a disability within a State-administered pension plan or any retirement covered in Chapter 88 Laws of 1974.

ARTICLE XV

SICK LEAVE

1. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate from a qualified physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from a qualified physician shall be required.
2. All employees covered under this Agreement will receive one (1) day of sick leave day per month during the first calendar year of service and fifteen (15) days in the second and all subsequent years' service. All unused sick leave will be accumulative for length of service.
3. If an employee, in the line of duty, is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the physician designated by the Township. Such payments shall be discontinued when an employee is placed on disability leave or pension, and reduced by any payment received by Workers' Compensation.

- B. The Township may require an employee who has been absent because of personal illness, a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
7. Upon cessation of employment with the Township of Rockaway, employees with twenty-five (25) or more years of service shall receive full payment for all unused sick time. Any employee with less than twenty-five (25) years of service shall receive one-half (1/2) pay for all unused sick time. These provisions are subject to the limitations of Paragraph 7A herein.
- A. Employees shall continue to be compensated for a maximum of 1,500 hours of unused sick time that has been accumulated by the employee. While additional sick hours may be accumulated, the employee will not be compensated for these additional hours in accordance with Paragraph 7, above. The employee will be able to sell back additional hours as stated below in Paragraph 8. Current employees with more than 1,500 hours of unused sick time accumulated through 1998, will be permitted to cap their sick time at the level they will reach as of December 31, 1998.

ARTICLE XVI

BEREAVEMENT LEAVE

1. Employee shall be granted four (4) days off without deduction from pay for a death in the immediate family.
2. "Immediate Family" means father, mother, stepfather, stepmother, spouse, child, foster child, stepchild, sister, brother, mother-in-law, father-in-law, grandparent of employee, grandchild, brother's wife, sister's husband, spouse's brother and spouse's sister. It shall also include relatives of the employee residing in the employee's household.
3. One day shall be granted for employee's aunt, employee's uncle, employee's niece, employee's nephew, spouse's brother's wife, spouse's sister's husband or active co-worker. This one day shall not be charged to sick leave.
4. The scheduling of bereavement leave, whether before or after the day of the funeral, shall be made in accordance with the individual needs of the employee.

Employees with more than seventy-five (75) unused vacation days saved through December 31, 1998 will be permitted to cap their vacation day levels at their 1998 year end level. The sell back of vacation days does not constitute the utilization of ten (10) vacation days per year.

ARTICLE XIX

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

CIVIL SERVICE PROVISION

Nothing herein shall be construed to deny any individual his rights under Civil Service Law and Regulation, Title 11A, and the revised Civil Service Rules, Title IV.

