

A G R E E M E N T

Between

TOWNSHIP OF ROCKAWAY, Township
(MORRIS COUNTY), NEW JERSEY

a n d

MORRIS COUNCIL #6, N.J.C.S.A.
(WHITE COLLAR)

X JANUARY 1, 1980 through DECEMBER 31, 1982

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PREAMBLE

This AGREEMENT entered into this day of
19 , 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 #6, N.J.C.S.A., (hereinafter called the "Association"),
represents the complete and final understanding on all bargain-
able issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Morris Council #6,
N.J.C.S.A. as the exclusive negotiating agent for all full-
time and permanent part-time white collar employees employed
by the Township of Rockaway, but excluding managerial execu-
tives, confidentials, craft employees, police, professionals
and supervisors.

ARTICLE II
NEGOTIATION PROCEDURES

(1) The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced in writing, shall be adopted by appropriate Resolution of the Township, and shall be signed by the Township and the Association. The signature by the Association of the Contract shall be pursuant to authorization received from the membership and the Township reserves the right to request proof of authorization of the membership before appending its signature to any Agreement.

(2) The Association shall submit its total Contract proposals to the Township and the Township shall submit its proposals to the Association not later than October 15th of the calendar year preceding the expiration of this Agreement, and such submissions of proposals shall constitute the opening of formal negotiations. In the event proposals are not received by the Township by the aforementioned date, the then current Agreement shall continue in full force and effect for the ensuing year.

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 matters in dispute without undue delay in the course of negotiations, that each side shall normally limit its negotiating committee to not more than four (4) members, but not including counsel to either party. In the event that the governing body determines that it wishes to sit as a committee of the whole in one (1) or more negotiating sessions, it may do so notwithstanding the above limitations.

(5) The Township agrees to furnish the Association in response to reasonable requests made by the Association, from time to time, of available public information and data concerning the Township which the Association may require in connection with negotiations.

(6) The parties agree 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 an impasse.

ARTICLE III

ASSOCIATION REPRESENTATIVES

A. Accredited representatives of the Association may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of Township Government or normal duties of the employees.

B. One (1) Shop Steward and one (1) Alternate Shop Steward may be appointed to represent the Association in grievances with the Township.

C. The Shop Steward or the Alternate Shop Steward of the Association will have the right during the business day to investigate any problems with working conditions or contract violations without said time being deducted from his working time.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by an employee that, as to him, there has been an 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 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 a full time or permanent part time employee and a member of the Representative.

5. New Jersey Civil Service Association Morris Council #6 Grievance Committee is the Representative's Committee on Professional Rights and Responsibilities.

B. 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 of Rockaway, 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.

The procedure shall be as follows:

1. An aggrieved person shall notify the Department Head in writing of the nature of the grievance within ten (10) days of the event giving rise to the grievance. Within five (5) days of receipt of the notice, the Department Head shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The Department Head shall render his decision in writing within five (5) days after such meeting.

2. If the grievance is not resolved to the satisfaction of the aggrieved person, he may present the grievance to the Municipal Administrator in writing within ten (10) days after receipt of the decision of the Department Head. The notice shall set forth the nature of the grievance and the reasons he is dissatisfied with the decision of the Department Head. In the case of disciplinary action grievances, the written notice to the Municipal Administrator shall be presented within ten (10) days after the Municipal Administrator receives such notice. He shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Municipal Administrator shall render his decision in writing within ten (10) days after such meeting.

3. If such grievance is not resolved to the satisfaction of the aggrieved person, he may within fifteen (15) days after receipt of the Municipal Administrator's decision, notify the Municipal Administrator in writing that he wishes to take the matter to binding arbitration.

(a) Within ten (10) days after service of such written notice of submission to arbitration, the Municipal Administrator and the aggrieved person shall select a mutually acceptable arbitrator according to the rules and procedures of the American Arbitration Association. However, no arbitration shall commence within thirty (30) days of the Municipal Administrator's decision. If during such time the person 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 of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Municipal Administrator and the aggrieved person and shall be binding on the parties.

(c) All the costs of the arbitration, including the costs for the services of the arbitrator, but not including any attorney's fees, shall be born equally by the Township and the aggrieved employee.

ARTICLE V

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges.
2. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. 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 VI

NON-DISCRIMINATION

A. There shall be no discrimination by the Township of the Association against an employee on account of race, color, creed, sex, age, or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of his or her membership or non-membership in the Association or because

of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE VII

DEDUCTIONS FROM SALARY

A. 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.

B. , 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.

C. The Association will provide the necessary checkoff 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.

ARTICLE VIII
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

C. 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.

SALARIES & WAGES

TOWNSHIP OF ROCKAWAY MUNICIPAL ORDINANCE

Notice is hereby given that the following Ordinance was submitted in writing at a regular meeting of the Township Council of the Township of Rockaway in the County of Morris and State of New Jersey, held on the 12th day of November, 1980, introduced and passed on first reading, and that the said Governing Body will further consider the same for second reading and final passage thereof at a regular meeting to be held on the 24th day of November, 1980, to convene at 8:00 p.m. prevailing time at the Copeland School in the Township of Rockaway, at which time a public hearing will be held thereon by the Governing Body, and all parties interested and citizens and all persons shall have an opportunity to be heard concerning such Ordinance, and, during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office in the Municipal Building to the members of the general public who shall request the same.

Evelyn K. Moran, CMC
Township Clerk

TOWNSHIP OF ROCKAWAY MUNICIPAL ORDINANCE

AN ORDINANCE ESTABLISHING SALARIES OF EMPLOYEES OF THE TOWNSHIP OF ROCKAWAY TO BE IT OBTAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF ROCKAWAY IN THE COUNTY OF MORRIS, NEW JERSEY.

Section 1. That employees be paid at the rate of the below listed salaries retroactive to January 1, 1980 or to that date on which employee or the holders of positions shall have been employed in their respective classifications by the Township of Rockaway, whichever date shall be later, and shall remain in force unless otherwise amended.

Section 2. All salaries and wages as herein fixed shall be paid as follows: All wages for full-time employees and officials shall be payable every other week, that is, every other Friday.

Section 3. All salaries and wages herein stated shall be retroactive to January 1, 1980 for the year 1980 or to that date on which said officers, holders of positions or employees shall have been employed in their respective classifications by the Township of Rockaway, whichever date shall be later, and in the year 1981 the salaries listed below effective January 1, 1981.

4. Annual Salary (FULL-TIME POSITIONS)				
Year	Minimum	Level 1	Level 2	Maximum
1980	18,752	20,369	22,740	23,911
1981	20,483	22,702	24,133	26,063
Chief Building Inspector				
1980	18,390	20,038	21,686	23,334
1981	20,045	21,841	23,638	25,434
Water & Sewer Superintendent				
1981	21,640	22,348	23,052	23,759
Zoning Code Enforcement Officer				
1980	19,637	20,455	21,103	21,751
1981	21,390	22,296	23,002	23,709
Principal Sanitary Inspector				
1980	18,903	19,441	19,978	21,516
1981	18,438	20,101	21,778	23,452
General Road Foreman				
1980	19,159	19,607	20,455	21,103
1981	20,843	21,590	22,296	23,002
Senior Sanitary Inspector				
1980	18,360	18,900	19,440	19,980
1981	20,012	20,601	21,190	21,778
Health Educator (Masters Level)				
1980	15,740	17,167	18,593	20,020
1981	17,157	18,712	20,266	21,822
Garage Foreman				
Water & Sewer Repair Foreman				
1980	15,218	16,619	18,019	19,418
1981	16,589	18,115	19,641	21,166
Plumbing Inspector				
1980	14,483	15,883	17,283	18,682
1981	15,785	17,291	18,817	20,342
Sanitary Inspector				
Chief of Survey Party				
Public Health Nurse Supervisor				
1980	14,578	15,630	16,880	17,496
1981	15,673	17,037	18,399	19,071
Senior Engineering Aide				
Senior Draftsman M/W				
Data Processing Coordinator				
1980	13,463	14,745	16,027	17,309
1981	14,675	16,177	17,469	18,867
Senior Public Works Inspector				
1980	13,273	14,520	15,776	16,911
1981	14,522	15,827	17,130	18,435
Chief Public Works Dispatcher				
1980	13,705	14,940	16,185	17,330
1981	14,958	16,292	17,626	18,800
Health Educator (Post-Representative)				
1980	12,448	13,612	14,818	16,005
1981	13,588	14,857	16,152	17,443
Building, Inspection and Planning Supervisor & Zoning Officer				
Plan Examiner				
1980	12,539	13,414	14,288	15,163
1981	13,688	14,571	15,374	16,228
Public Health Nurse				
1980	11,465	12,315	13,227	14,178
1981	12,432	13,274	14,117	15,058
Public Works Dispatcher				
Radio Operator				
Supervisor of Accounts				
1980	11,483	12,250	13,038	13,856
1981	12,495	13,253	14,211	15,103
Engineering Draftsman M/W				
Parks & Recreation Maintenance Superintendent				
Administrative Clerk (Police Dept.)				
Assistant Assessor				
1980	11,237	12,235	13,233	14,231
1981	12,248	13,336	14,424	15,512
Municipal Court Clerk				
1980	10,735	11,688	12,636	13,586
1981	11,701	12,738	13,773	14,809
Operator				
1980	10,441	11,479	12,477	13,475
1981	11,424	12,512	13,600	14,688
Secretarial Assistant (Typing)				
Secretarial Assistant (Stenography)				

1980	10,353	11,167	11,981	12,855
1981	11,328	12,177	13,077	14,012
Assistant Municipal Tax Collector				
1980	10,228	11,057	11,924	12,835
1981	11,159	12,052	12,975	14,012
Principal Clerk Stenographer				
1980	9,979	10,530	11,180	12,850
1981	10,877	11,514	12,147	13,983
Assistant Superintendent of Recreation				
Engineering Aide				
Supervisor of Senior Citizen Activities				
1980	9,743	10,520	11,267	12,111
1981	10,620	11,487	12,314	13,200
Principal Clerk (Typing)				
Principal Personnel Clerk				
Principal Assessor Clerk				
Principal Clerk				
Principal Bookkeeping Machine Operator				
Violations Clerk				
Sr. Accountant				
Deputy Municipal Court Clerk				
1980	9,368	10,049	10,789	11,519
1981	10,144	10,953	11,760	12,608
Senior Clerk Stenographer				
Senior Bookkeeping Machine Operator				
Senior Assessor Clerk				
Senior Engineering Clerk Stenography				
Health Aide Supervisor				
1980	8,916	9,763	10,614	11,477
1981	9,718	10,644	11,568	12,493
Public Works Inspector				
1980	8,864	9,571	10,279	11,070
1981	9,663	10,432	11,204	12,012
Senior Account Clerk (Typing)				
Senior Account Clerk				
Police Records Clerk				
1980	8,126	8,492	8,858	10,528
1981	9,047	10,348	11,743	13,141
Animal Control Officer				
1980	8,125	8,774	9,423	10,107
1981	8,856	9,564	10,271	11,011
Senior Clerk Typist				
Clerk Stenographer				
Assistant Animal Control Officer				
1980	8,002	8,649	9,237	9,874
1981	8,788	9,427	10,068	10,708
Assessing Clerk				
Account Clerk				
Clerk Typist				
Bookkeeping Machine Operator				
Telephone Operator/Receptionist				
Terminal Operator				
1980	9,979	10,718	11,457	12,196
1981	10,877	11,653	12,429	13,205
Housing Inspector Trainee				
Asst. Energy Conservation Officer				
1980	8,864	9,573	10,271	11,011
1981	9,663	10,435	11,204	12,012
Microfilm Operator				
Radio Dispatcher Trainee				
5. Annual Salary (HOURLY RATE)				
Year	Minimum	Level 1	Level 2	Maximum
1980	6.18	6.59	7.10	7.61
1981	6.74	7.29	7.74	8.29
Welder				
1980	6.06	6.59	6.99	7.52
1981	6.64	7.18	7.62	8.20
Heavy Equipment Operator				
Mechanical Repairer				
Senior Water & Sewer Repairer				
Mechanic				
1980	5.95	6.44	6.84	7.34
1981	6.49	7.02	7.48	8.00
Equipment Operator				
Equipment Operator (Sweeper)				
1980	5.79	6.29	6.69	7.18
1981	6.31	6.86	7.29	7.83
Senior Traffic Maintenance Worker				
Senior Road Repairer				
Senior Maintenance Repairer				
1980	5.33	5.82	6.23	6.69
1981	5.77	6.34	6.79	7.29
Heavy Repairer				
Maintenance Maintenance Worker				
Maintenance Repairer				
Refueling & Parks Maintenance Worker				
Mechanics Helper				
Water & Sewer Repairer				
Water Meter Reader & Repairer				
Traffic Maintenance Worker				
1980	4.14	4.65	5.05	5.42
1981	4.51	5.07	5.50	5.91
Building Maintenance Worker				
Section 6. Part-Time Positions (ANNUAL RATE)				
Title	1980	1981		
Fire Inspector	\$1,627	\$1,766		
Deputy Coordinator of Emergency Management	1,524	1,599		
Coordinator of Emergency Management	1,000	1,177		
School Traffic Guards (2 shifts)	2,000	2,400		
School Traffic Guards (3 shifts)	3,000	3,600		
Section 7. All Ordinances or parts of Ordinances inconsistent with the Ordinance are repealed to the extent of such inconsistency.				
Section 8. This Ordinance shall take effect upon final adoption and publication thereof, as provided by law.				
I HEREBY CERTIFY that this Ordinance is a true copy of an Ordinance introduced by the Township Council of the Township of Rockaway at a duly convened meeting held on November 12, 1980.				
Evelyn K. Moran, CMC Township Clerk				
P.P. 3167-24, 1-7, 11/16		27771		

Increment as used in this Contract shall mean annual increase. Every person holding a full-time or part-time position as referred to herein shall, on the anniversary date of his employment, receive an increment for each year of service until such person shall have attained the maximum salary established for such position.

ARTICLE X

HOURS AND OVERTIME

A. The current work week of thirty-five (35) hours per week shall continue for the life of this Agreement (except for police radio dispatchers who shall continue their normal round-the-clock work week).

B. Employees who work in excess of thirty-five (35) hours in a paid status shall receive time-and-one-half for authorized overtime, except that for Police Radio Dispatchers, 40 hours shall apply. Paid status for purposes of this Contract shall be any absence from work by an employee for which the employee receives monetary compensation from the Township, as though the employee actually worked. It includes sick, holiday, vacation, bereavement, or leave of absence with pay. Such overtime shall be compensated for at the rate of time-and-one-half. Any overtime worked on Sunday or holidays shall be compensated for at the rate of double time. Court sessions to which employees are obligated to attend as part of their regular work schedule are not considered overtime.

C. An overtime hour will be determined on the basis of anything in excess of fifteen (15) minutes in one-half (1/2) hour intervals for overtime compensation.

D. Fifteen (15) minute a.m. and p.m. coffee breaks shall be permitted in accordance with current practice.

E. Six dollars (\$6) supper money shall be paid to any employee working two (2) or more consecutive hours of overtime,

after completing seven consecutive hours, and once again for each seven (7) consecutive hours of overtime worked thereafter.

F. Dispatchers will receive a forty-five (45) minute lunch break and two ten (10) minute coffee breaks. Dispatchers will be granted fourteen (14) holidays which shall be taken as part of their vacation time during the current year of the Contract.

ARTICLE XI

HOLIDAYS

A. There shall be nine (9) paid holidays accorded to each employee in this bargaining unit. The following shall be observed by the Township as official holidays:

New Year's Day; President's Day; Good Friday;

• Memorial Day; Independence Day; Labor Day;

Veterans' Day; Thanksgiving Day; Christmas Day.

If a holiday falls on a Sunday, it shall be observed on the following Monday.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

In addition to receiving pay for the above holidays, employees shall be granted five (5) personal days with pay during each year of this three-year Contract.

B. In addition to the enumerated holidays, the employees shall receive any special unscheduled Federal, State, or Local holiday declared by the President, the Governor, or the Mayor on a one-time basis.

ARTICLE XII

HEALTH, MEDICAL AND LIFE

A. The Township shall continue to provide enrollment in the hospital and medical benefits program presently in existence, as well as major medical and Rider J Coverage.

B. In the event enabling legislation is passed or improved State Blue Cross/Blue Shield Plan is adopted, this contract can be reopened to negotiate the hospital and medical benefits only.

C. The Township shall continue to provide dental expense insurance presently in existence.

D. The Township shall continue to provide prescription insurance presently in existence.

E. The Township will provide group life insurance amounting to \$4,000 per employee.

ARTICLE XIII

SICK LEAVE

A. 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 of attendance of such employee. A certificate of a reputable 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 attend-

ance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

B. All employees covered under this Agreement will receive one working day of sick leave for every month of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days in every calendar year thereafter, accrued at a rate of one and one-quarter (1-1/4) working days per month worked for each calendar month of employment. (Ten [10] working days for which pay is received shall constitute a month's service for purposes of this Article.

C. There is no limit to the accumulation of sick time.

D. 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 from Workmen's Compensation.

E. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time. The Township shall prepare a procedure for notification that should be followed in the event of the non-availability of the supervisor.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

F. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. (The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.)

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as 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.

G. Upon cessation of employment with the Township of Rockaway, each and every employee will be paid one-half (1/2) pay for unused sick time,

H. Bereavement Leave

Employees shall be granted time off without deduction from pay for the following reasons:

1. Death in the immediate family, from date of death to and including the day of funeral.

(a) "Immediate family" means father, mother, stepfather, stepmother, spouse, child, foster child, stepchild, sister, brother, mother-in-law, father-in-law, or grandparent of the employee. It shall also include relatives of the employee residing in the employee's household.

2. One day shall be granted for aunts, uncles, nieces, nephews or active co-worker. This one day shall be granted without charge to sick leave.

ARTICLE XIV

VACATION

Up to one (1) year of service, one (1) working day's vacation for each month of service; after one (1) year and up to five (5) years of service, twelve (12) working day's vacation; from six (6) years and up to ten (10) years of service, fifteen (15) working day's vacation; and after ten (10) years, one (1) additional day for each year of service, with a maximum of twenty (20) working day's vacation. Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

ARTICLE XV

UNIFORMS

A. Uniforms are to be supplied to all Police Dispatchers by the Township of Rockaway as per current practice.

ARTICLE XVI

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 terms 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 XVII

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 XVIII

CIVIL SERVICE PROVISION

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

ARTICLE XIX

DURATION OF AGREEMENT

A. The terms of this Agreement shall be from January 1, 1980 until December 31, 1982, with negotiations for salaries and any three other items reopened for 1982.

B. The salary benefits under this Contract, including overtime for those employees who received overtime pay prior to the signing of this Contract, shall be retroactive to January 1, 1980. All other benefits shall be in full force and effect from the date the Contract is signed and as provided herein. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than seventy-seven (77) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rockaway, New Jersey, on this _____ day of _____, 1980

MORRIS COUNCIL #6,
N.J.C.S.A. (White Collar)

By:

Evelyn V. McEnery

Witness:

Bernardine Anderson

TOWNSHIP OF ROCKAWAY,
MORRIS COUNTY, NEW JERSEY

By:

William E. Besho

Witness:

Stephen R. Moran
CA