

AGREEMENT

Between

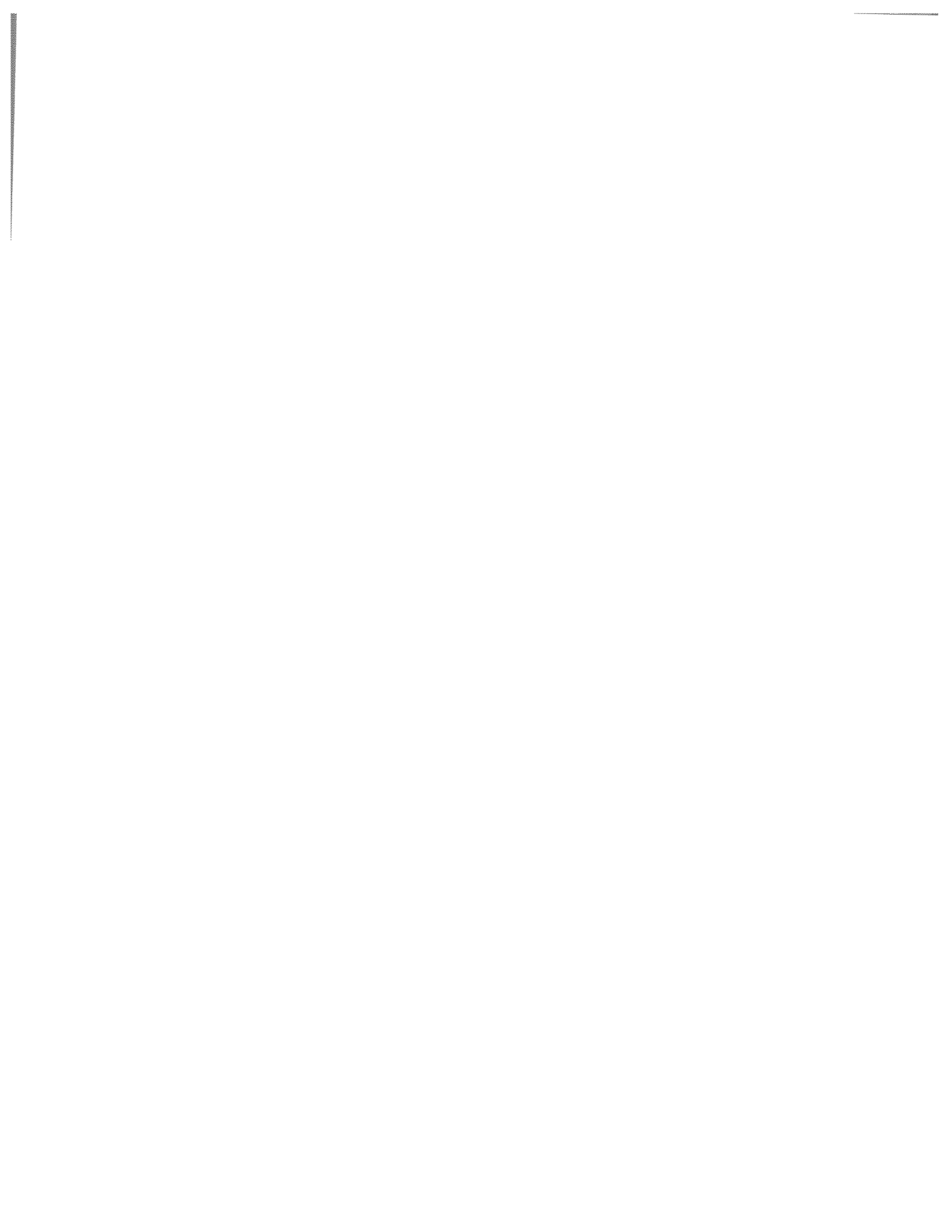
TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

and

MORRIS COUNCIL VI, N.J.C.S.A.

(Superintendents)

January 1, 2009 through December 31, 2011



PREAMBLE

This Agreement entered into this *4th* day of *November*, 201~~0~~⁰⁹, 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 Superintendent, Road Superintendent, and Parks and Recreation Maintenance 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 grievant 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. The current hours of Superintendents 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 the Administration changing these hours upon two (2) weeks notice or immediately in the event of an emergency. Except provided herein, the Township cannot unilaterally change these employees' hours of employment without first fulfilling its obligation to collectively negotiate over this term and condition of employment.
3. Paid status for purposes of this contract shall include any absence from work by an employee for which the employee received monetary compensation from the Township, as though the employee actually worked. It includes sick, holiday, vacation, bereavement or leave of absence with pay.
4. All Superintendents covered under this Agreement shall receive a stipend in the form of a one lump sum payment as follows: Effective January 1, 2009, \$2,750.00; effective January 1, 2010, \$2,750.00; effective January 1, 2011, \$3,000.00. This compensation is in lieu of overtime and compensation for on-call time. This one lump sum payment shall be included in the last pay period of November of each year for that year.

ARTICLE XIII

HOLIDAYS AND PERSONAL DAYS

1. There shall be twelve (12) 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	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

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

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

2. 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 (3) year contract. Personal days may be carried over from year to year in accordance with the procedures established for the carry over of vacation time as set forth in Article XVII, Vacation.
3. In addition to the enumerated holidays, the employees shall receive any special unscheduled Federal, State or local holidays declared by the President, the Governor or the Mayor on a one-time basis.



- (a) One must have at least twenty-five (25) years in the State Pension Plan and must be at least fifty-five (55) years of age.
- (b) One must have fifteen (15) years of service with the Township of Rockaway and be at least sixty-two (62) years of age.
- (c) One must be retired on disability within a State-administered pension plan or any retirement covered in Chapter 88 Laws of 1974.

Present practices shall continue concerning the foregoing payment.

- 3. A surviving spouse and/or eligible dependents, at the expense of the Township shall continue to receive all of the benefits referred to in this Article XIV if the retired employees dies. (See attached Side Bar Agreement.)
- 4. Employees enrolled in the Medicare Program will be reimbursed for the cost of Medicare Part B, by the Township upon presentation of proof that such cost has been paid by the employee.
- 5. Should the State of New Jersey enact into Law an "Opt-Out" provision for those municipalities adopting a Flexible Spending Account Program, the employees and retirees will be entitled to participate in the Program without regard to any pre-existing conditions.
- 6. The comprehensive health, medical, life insurance and other benefit programs currently in existence will continue without change except through written agreement of the Association.

12. Surviving spouse and/or eligible dependents of an employee hired after January 1, 2010 shall contribute the co-payment that is in effect for active employees at the time of the employee's retirement in order to continue to receive health benefits.

4. An employee who is ill for an extended period of time or is incapacitated and unable to work due to non-work related injury must use all of his accrued sick time before he is entitled to use the temporary disability insurance provided in Article XIV of this Agreement. Employees are not required to use up their accrued vacation days, personal days, holidays or other paid time off from work before they can avail themselves of this disability benefit.
5. 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 for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - B. Absence without notice for five (5) consecutive working days shall constitute a resignation.
6. 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.)
 - A. In case of leave of absence due to exposure to contagious disease, a certificate from a qualified physician shall be required.

8. The Township agrees to continue a deferred compensation plan, wherein excessive sick, vacation and/or personal time may be applied thereto or reimbursed to the employee. An employee may not sell back more than a total of twenty-five (25) accumulated days per year. The total may include any combination of sick, vacation and/or personal time. The employee must notify the Business Administrator, in writing, no later than November 1st of the prior year as to how many days will be sold back. Reimbursed time will be payable within (90) days after the budget is adopted by the Rockaway Township Council. A sick leave bank of sixty (60) days must be maintained by each employee to receive benefits cited above.
9. All new employees hired after January 1, 1999 will be allowed to accumulate sick time as described in Article XV. However, no payments for unused sick time will be paid to the employee upon resignation or retirement from employment.

ARTICLE XVII

VACATION

1. The following vacation schedule will be in effect for the length of this Agreement.

First Year of Service	- One (1) day per month of service
One to Five Years	- Twelve days per year
Sixth Anniversary to Tenth Anniversary	- Fifteen days per year
Eleventh Anniversary	- Sixteen days per year
Twelfth Anniversary	- Seventeen days per year
Thirteenth Anniversary	- Eighteen days per year
Fourteenth Anniversary	- Nineteen days per year
Fifteenth Anniversary to Twentieth Anniversary	- Twenty days per year
Twenty-first Anniversary	- Twenty-one days per year
Twenty-second Anniversary	- Twenty-two days per year
Twenty-third Anniversary	- Twenty-three days per year
Twenty-fourth Anniversary	- Twenty-four days per year
Twenty-fifth Anniversary	- Maximum of Twenty-five days per year

2. Ten (10) vacation days per year must be used by all employees. Employees will be allowed to carry over a maximum of seventy-five (75) unused vacation days from year to year.

ARTICLE XVIII

UNIFORMS

1. Superintendents will receive a Three Hundred and Fifty Dollar (\$350.00) clothing allowance per year. Said yearly allowance shall be included in the Superintendent's regular scheduled pay check in the second pay period of June of each year.

ARTICLE XXII

DURATION OF AGREEMENT

1. The Agreement shall be for three (3) years commencing January 1, 2009 and terminating on December 31, 2011.
2. 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 the 17th day of June, 2010.

TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JESREY

WITNESS:

Mary Cilurso

By: [Signature]

MORRIS COUNCIL NO. 6, N.J.C.S.A.
(SUPERINTENDENTS)

WITNESS:

[Signature]

By: [Signature]

