

# AGREEMENT

Between

TOWNSHIP OF ROCKAWAY  
MORRIS COUNTY, NEW JERSEY

and

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

January 1, 2014 through December 31, 2017

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**PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 Blue Collar employees of the Township.

## **ARTICLE II**

### **NEGOTIATION PROCEDURES**

1. The parties agree to enter into collective negotiation 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 to 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 not later than October 15th and the Township shall submit its proposals to the Association not later than December 1st of the calendar year preceding the expiration of this Agreement. 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 until a new contract is negotiated.

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 four (4) 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 III**

#### **ASSOCIATION REPRESENTATIVES**

1. 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 representatives 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.
2. One (1) Shop Steward and one (1) Alternate Shop Steward may be appointed to represent the Association in grievances with the Township.
3. 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 and/or contract related issues without said time being deducted from his/her work time.

## **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 effecting 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.

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/she may present the grievance to the Business 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/she is dissatisfied with the decision of the Department Head. In the case of disciplinary action grievances, the written notice to the Business Administrator shall be presented within ten (10) days after receipt of the decision of the Department Head. The Business Administrator shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Business 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, the Association may, within fifteen (15) days after receipt of the Business Administrator's decision, notify the Business Administrator, in writing, that the Association wishes to take the matter to binding arbitration.

- 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 grieved 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.

## **ARTICLE V**

### **NO-STRIKE PLEDGE**

1. The Association covenants and agrees that during the term 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/her 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, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.
2. 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:
  - (a) Withdrawal of dues deduction privileges.
  - (b) 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.
3. 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.

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 VI**

### **NON-DISCRIMINATION**

1. There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex, age, national origin, ancestry, marital status, handicap, political affiliation or association activity.
2. 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 agent, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

## **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 (10<sup>th</sup>) 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.

## **ARTICLE VIII**

### **MANAGEMENT RIGHTS**

1. 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 not without limiting the generality of the foregoing, the following rights.
  - (a) To the executive management and administrative control of the Township government 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 conditions for continued employment or assignment and to promote and transfer employees.
  - (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
2. 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.
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 IX**

**SALARIES AND WAGES**

1. Salary increases are as follows:
  - 2014 – 2.0%
  - 2015 – 2.0%
  - 2016 – 1.75%
  - 2017 – 1.75%
2. Performance appraisals will be developed by the Township and Morris Council VI, cooperatively, in 2015. Distribution of bonuses will be determined based upon the performance appraisals. Represented employees who do not meet expectations will not receive a bonus, employees that meet expectations will receive a bonus of 0.25%, and employees exceeding expectations may receive a bonus in excess of 0.25% in 2016 and 2017. Bonuses will be paid in the first pay period of December.
3. Any alleged salary inequities which may result from inaccurate Civil Service job descriptions will be dealt with on an individual employee basis through desk audits.

**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 XI**

**TRAVEL REIMBURSEMENT**

1. The Township shall reimburse employees for traveling costs requiring use of employee's automobile for Township business at the rate of \$0.50 per mile. Employees may use their personal automobiles only if a Township vehicle is unavailable. Mileage computation will be determined from the Municipal Building or the employee's home, whichever is less. Receipted tolls and parking expenses shall be reimbursed.

## **ARTICLE XII**

### **HOURS AND OVERTIME**

1. The current work week of forty (40) hours shall continue for the life of this Agreement (except for Animal Control Officers, who shall continue to work a thirty-five (35) hour week).
2. The current hours of Blue Collar employees 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. Employees who work in excess of forty (40) hours in a paid status shall receive time and one-half (1 ½) for authorized overtime, except for Animal Control Officer, thirty-five (35) hours shall apply. Paid status for the purposes of this contract shall include 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, personal or leave of absence with pay. Such overtime shall be compensated for at the rate of time and one-half (1½). Any overtime worked on Sunday or holidays shall be compensated for at the rate of double time.
4. 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.

5. Employees who work a regular work scheduled after 6:00 p.m. will receive a ten percent (10%) shift differential or shall receive a scheduled adjustment mutually agreed to by the employee and the employee's Director. Any employee, who works a regular work schedule after 6:00 p.m. shall do so on a voluntary basis. That is, the Director shall only assign employees that have volunteered for this work schedule.
6. Employees covered by this Agreement shall receive a minimum of four (4) hours pay at the overtime rate enumerated in #3, if called or recalled back to work, provided that the employer shall have the right to retain the employee for the minimum period.
7. Meal money will be increased from Twelve Dollars (\$12.00) per meal to Thirteen Dollars (\$13.00) per meal and shall be paid to any employee working two (2) or more consecutive hours of overtime, before or after completing eight (8) consecutive hours, and once again every eight (8) consecutive hours of overtime worked thereafter. Meal money allowance shall be submitted by the Supervisor within that pay period and reimbursement is to be included in the employee's next regular pay schedule. The meal money increase shall be retroactive to January 1, 2014.
8. Municipal Utility employees shall receive three (3) hours paid overtime for Saturday and three (3) hours paid overtime for Sunday for regular maintenance and inspection duty of facilities during the duration of this Agreement.

A. In addition to #8 above, the Municipal Utility employee assigned the Regular Maintenance and Inspection Duty shall receive weekly

payments of Two Hundred and Fifty Dollars (\$250.00), retroactive to January 1, 2014; Two Hundred and Fifty Dollars (\$250.00), effective January 1, 2015; and Two Hundred and Fifty Dollars (\$250.00), effective January 1, 2016; Two Hundred and Fifty Dollars (\$250.00), effective January 1, 2017; for the inconvenience of being on 24-hour call.

B. In the event the employee assigned to the regular maintenance and inspection duty is called in during the duty for emergency work, the employee shall receive a minimum of four (4) hours pay, provided the employer has the right to retain the employee for the minimum period. In the event the regular maintenance and inspection duty falls on a scheduled holiday, the employee shall receive one (1) day's compensation.

9. Road Division overtime shall be delegated in accordance with the employee's seniority on a rotating basis. If an employee refuses to work, he or she shall be placed on the bottom of the seniority list. Failure to contact an employee shall not constitute refusal.
10. The operator of a sanding, salting or plowing vehicle shall be paid a minimum, at the rate of Senior Road Repairer. (This shall be at his/her equivalent salary level). Employees hired after January 1, 2015 will be paid eight percent (8%) over the employee's current rate or the maximum Road Repairer 2 rate, whichever is less.
11. Any employee called in for four (4) or more hours of emergency duty shall receive the overtime rate enumerated in #3 and shall be paid from the time of call out when said emergency goes through the normal work day.

Premium pay is effective until the emergency duty is complete.

12. Any employee covered under this Agreement, who is required to possess a Commercial Driver's License (CDL), shall receive two (2) hours off from work to renew the CDL License. This shall be granted without being charged time off.
13. 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 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. Personal Days

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

B. Effective January 1, 2015 employees who do not use all of their personal time allowance may add their unused days to their allowance for the following year. However, in the second year, if

the carried over days are not used or sold back in accordance with Article XV, the days will be forfeited.

- C. Employees hired after January 1, 2015 will not be paid for unused personal time upon resignation or retirement from employment.
3. In addition to the enumerated holidays, the employees shall receive any special unscheduled holidays at the discretion of the Mayor on a one-time basis.

**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 subject to the contribution requirements of this Article, shall provide for all employees, their spouses and eligible dependents enrollment in the New Jersey State Health Benefits Program, 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. Morris Council VI employees shall contribute towards health care benefits including medical and prescription drug plans in accordance with the requirements of P.L. 2011, c. 78.
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:
  - (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 employee 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.
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 rate they contributed as active employees.
8. Employees hired after December 31, 2003 shall co-pay for ancillary medical package (vision, dental) through payroll deduction. The co-pay shall be 20% (Twenty percent) of the polices' premium.
9. The co-payments for the Prescription Plan are as follows:

- **Retail pharmacy** copayments for up to a 30-day supply are \$3.00 for generic drugs; \$10.00 for brand name prescription drugs *without generic equivalents*; and \$20.00 for brand name prescription drugs *where a generic equivalent is available*.
  - **Mail order** copayments for up to a 90-day supply are \$5.00 for generic drugs; \$15.00 for brand name prescription drugs *without generic equivalents*; or \$30.00 for brand name prescription drugs *where a generic equivalent is available*.
10. All employees requiring prescription safety glasses shall be reimbursed up to \$100.00 for said prescription upon submissions 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.
  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.
  13. Employees hired after July 1, 2011, shall contribute the total premium

cost in order to continue to receive health benefits upon retirement.

14. Surviving spouses and/or eligible dependent of an employee hired after July 1, 2011 shall contribute the total premium cost in order to continue to receive health benefits.
15. The Union is willing to reopen negotiations specific to Article XIV Health, Medical, Life Insurance Benefits if the Township is subject to increased costs as a result of the implementation of the Affordable Care Act excise tax provisions.

**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.
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.

- 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.

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 thirty (30) 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 fifty (50) 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.
10. All payments in the calendar year in which employment ceases and calendar years thereafter which are payable to an Employee who ceases employment with the Township shall be subject to the following limitations: The amount payable in any calendar year, when combined with all other compensation paid to such employee by the Township pursuant to this Agreement in that calendar year, shall not exceed the amount which would have been paid to such employee as a regular salary in the year the employee ceases employment with the Township. Any excess payment shall be paid to the former employee on the last business day of January in the following calendar year.

## **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.

**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 years
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.

Employees with more than seventy-five (75) unused vacation days saved through December 31, 1998 will be permitted to cap their vacations 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.

3. Effective January 1, 2015 employees who do not use all of their vacation time allowance may add their unused days to their allowance for the following year. However, in the second year, if the carried over days are not used or sold back in accordance with Article XV, the days will be forfeited.
4. Employees hired after January 1, 2015 will not be paid for unused vacation time upon resignation or retirement from employment.

## **ARTICLE XVIII**

### **UNIFORMS**

1. Uniforms are to be supplied to all Blue Collar employees covered by this Agreement and are subject to be replaced as needed by the Township and maintained by the employee.
2. The following items are to be the initial uniform for new employees supplied by the Township.
  - A. Four (4) Shirts (long or short sleeve)
  - B. Four (4) Summer shirts (long or short sleeve)
  - C. Four (4) Tee-Shirts
  - D. Four (4) Pants
  - E. One (1) Jacket
  - F. One (1) Coat
  - G. Two (2) Coveralls
  - H. Steel-toed work shoes shall be reimbursed up to Two Hundred Twenty-five Dollars (\$225.00).
3. Tool Allowance - Mechanics shall receive a Three Hundred and Eighty Dollar (\$380.00) per annum allowance for each year for the term of this contract. Upon submission of receipt(s), the Township shall reimburse the mechanic up to the amount of the annual allowance.

**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.

**ARTICLE XXII**

**DURATION OF AGREEMENT**

1. The Agreement shall be retroactive to January 1, 2014 and shall be in effect until December 31, 2017.
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 15<sup>th</sup> day of

September, 2016.

TOWNSHIP OF ROCKAWAY  
MORRIS COUNTY, NEW JERSEY

WITNESS:

Susan R. Bead

By:

Michael [Signature]

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

WITNESS:

Gina Juffa

By:

Elizabeth Luterka 8/26/16

## **SIDE BAR AGREEMENT**

**THIS SIDEBAR AGREEMENT** is entered into by and between Morris Council No. 6, NJCSA, IFPTE, AFL-CIO ("Morris Council No. 6") and Rockaway Township ("Township").

**WHEREAS**, the Township and Morris Council No. 6 are parties to collective bargaining agreements covering the blue collar, white collar, blue collar supervisors and superintendent units of employees employed by the Township.

**WHEREAS**, an issue has arisen regarding the eligibility of surviving spouses and eligible dependents to continue to receive health benefits in the event of the death of an active employee. The language at issue is contained in Article XIV, paragraph 3, of the collective bargaining agreements of each unit.

**WHEREAS**, it is the position of the Township that the New Jersey State Health Benefits law prohibits the Township from continuing health benefits for surviving spouses and dependents of active employees who die while employed by the Township, irrespective of whether the death is in the line of duty or otherwise.

**WHEREAS**, it is the position of Morris Council No. 6 that the law is unsettled but there may come a point in time in which the law clearly and unequivocally allows the continuation of health benefits coverage for surviving spouses and dependents of active employees who die while employed by the Township.

**WHEREAS**, in order to avoid costly and protracted litigation, the parties have agreed as follows:

1. Eliminate the word "active" in Article XIV, paragraph 3, of the collective bargaining agreements;
2. If the law is subsequently clarified to allow health benefits coverage for surviving spouses and dependents of active employees, the provision providing for such coverage in the collective bargaining agreements (Article XIV, paragraph 3) shall immediately and automatically be implemented without further negotiations between the parties.
3. The foregoing represents the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral, if any,

between the parties regarding this issue. This agreement may not be changed except by an instrument in writing signed by the parties.

**MORRIS COUNCIL NO. 6, NJCSA,  
IFPTE, AFL-CIO**

By: Betty Lisovsky  
Betty Lisovsky, President

10/29/01  
Date

**ROCKAWAY TOWNSHIP**

By: Steve Levinson  
Steve Levinson, Township Administrator

10/29/2001  
Date