

AGREEMENT
BETWEEN
THE BOROUGH OF ROCKAWAY
AND
TEAMSTERS LOCAL 97 OF NJ, IBT
January 1, 2018 through December 31, 2021

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AGREEMENT

THIS AGREEMENT, made this ____ day of July, 2018, by and between the Borough of Rockaway, in the County of Morris, New Jersey, hereinafter called the "Borough" or "Rockaway", and Teamsters Local 97 of New Jersey, IBT, a representative of certain employees of the Borough, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I RECOGNITION

The Borough hereby recognized the Union as the sole and exclusive collective bargaining agent for the purposes of collective negotiations for all regularly full-time employed non-supervisory blue collar employees but excluding managerial executives, confidential employees and supervisors, professional employees, craft employees, police, and all other employees employed by the Borough of Rockaway.

ARTICLE II TERM

The term of this Agreement shall be for the period of January 1, 2018 to December 31, 2021. If the parties have not executed a successor agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor agreement is reached, in accordance with relevant case law.

ARTICLE III MANAGEMENT RIGHTS

Section A.

The Borough 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 Borough 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 cause;
4. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to determine and/or assign work schedules and shifts, to decide the number

- of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required;
5. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department and to require compliance by the employees is recognized.

Section B.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section C.

Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Revised Statutes, and revised Statutes Title 40 and 40A or any other national, state, county or local laws or ordinances.

Section D.

The Borough reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.

ARTICLE IV
UNION RIGHTS

Section A.

Accredited representatives of the Union will be permitted to enter Borough facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions, promote Union sponsored activities, or assist in the adjustment of grievances. When the Union decides to have its representative enter the Borough facilities or premises, visits will only be made provided there shall be no interference with normal operations of the Borough government or normal duties of employees.

Section B.

The Borough shall supply bulletin boards for the use of the Union, one of which will be placed in a conspicuous location in the Borough garage for the posting of notices and bulletins pertaining to Union and Union-sponsored matters. All such bulletins must be posted only upon the authority of the officially designated Union representatives.

Section C.

Stewards: The Borough recognized the right of the Union to designate Stewards and their Alternates for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of Stewards and Alternates and notify the Borough of any changes.

Section D.

The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Negotiations Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its office.

Section E.

Union Stewards shall be granted release time, from employment without loss of pay when joint meetings of representatives of the Borough and the Union are scheduled during working hours for the processing of the grievances or collective negotiations. Meetings of the Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.

Section F.

Union Stewards may request *Union Leave* to attend a conference or workshop provided the Union sends the information about the event to the Borough for approval. The information must include a letter on official Teamster Local 97 letterhead with the Union official's signature. Such leave will be subject to Borough approval, either written or oral. The Borough shall not be required to grant more five (5) days of *Union Leave* per year pursuant to this section. The Borough may withhold the granting of *Union Leave*, provided the Borough demonstrates the Steward's absence would be detrimental to the normal operations of the Borough.

Section G.

A copy of disciplinary warnings which are issued in writing to the employee shall be furnished to the Union. The Union may also request a copy of his or her personal file as long as the member signs the request.

ARTICLE V
UNION RECOGNITION AND CHECK OFF

Section A.

The Borough recognizes the Union as the exclusive representative, as certified by the New Jersey Public Employment Relations Commission for the purposes of collective negotiations with respect to the terms and conditions of employment of all permanent blue collar employees employed by the Borough of Rockaway, Morris County, New Jersey, but excluding those employed in the Police Department and all office clerical employees, seasonal employees, professional employees, craft employees, policemen, managerial executives, and supervisors within the meaning of the New Jersey Employer/Employee Relations Act and all other employees of the Borough.

Section B.

Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Borough agrees to deduct membership dues in such amounts as shall be fixed pursuant to the by-laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Borough shall promptly remit monthly and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

Section C.

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change.

Section D.

The Union will provide the necessary check off authorization form and deliver the signed forms to the Borough Clerk-Administrator, or his designee. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

Section E.

The Borough will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classification, rate of pay and social security number; of all removals of employees from the Borough's payroll.

Section F.

The representative fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union's entitlement to the representation fee shall continue beyond the termination of this agreement so long as the Union remains the majority representative of the employees of this unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reasons of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

ARTICLE VI
SALARY

Each employee of Teamster Local 97 shall have their annual salary increased each year by the following percentages or dollar amounts as applicable on the following dates:

Effective January 1, 2018, and retroactive to said date, salaries shall be increased by 2% or \$2,000, whichever is greater.

Effective January 1, 2019 salaries shall be increased by 2% or \$1,500, whichever is greater.

Effective January 1, 2020 salaries shall be increased by 2% or \$1,200, whichever is greater.

Effective January 1, 2021 salaries shall be increased by 2% or \$1,200, whichever is greater.

ARTICLE VII
LONGEVITY

Longevity pay, based on a percentage of the base salary specified in Article VI of this Agreement, shall be paid to Union employees in accordance with the following schedule:

YEARS OF SERVICE	PERCENTAGE
After 5 years of service	2%
After 10 years of service	3%
After 15 years of service	4%
After 20 years of service	5%
After 25 years of service	6%

**All new employees hired on or after July 1, 2010 shall not be afforded longevity.

ARTICLE VIII
REIMBURSEMENT OF CERTAIN EXPENSES

A. When an employee voluntarily resigns from the Borough within two (2) years of the commencement of his or her employment (unless otherwise noted), he or she shall reimburse the Borough for the cost of the following items as paid for by the Borough:

1. Professional training or education - when an employee voluntarily resigns from the Borough within two (2) years of the commencement of any professional training or education, he or she shall reimburse the Borough for all the costs relating to such training/education, including but not limited to tuition, books, etc. paid by the Borough.
2. Special equipment which cannot be returned to the Borough for reuse.
3. Borough issued clothing – including but not limited to uniforms, work boots and jackets.
4. Medical, psychological and drug testing costs.

B. All full time employees shall receive annually:

- \$200.00 reimbursement for the purchase of steel or carbon toe work boots
- Five (5) T-shirts (safety yellow with Rockaway Borough logo)
- Five (5) Navy blue pants
- Three (3) Sweatshirts (safety yellow with Rockaway Borough logo)
- Two (2) Hoodies (safety yellow with Rockaway Borough logo)

** Employees are to report to work in proper uniform attire (see above issued uniform items). Employee's failure to comply will be subject to progressive discipline.

Uniforms will be ordered in September and depending on availability will be distributed upon receipt.

Supplying of heavy parkas will be determined based on the Borough's budget. Heavy parkas will be inspected to determine if replacement is needed. The final decision will be determined by the DPW Superintendent and/or the DPW Committee.

C. Meal allowances for emergency overtime shall be paid for each completed four (4) hour interval. The meal allowance shall be \$15.00 per meal (no receipts required, but if allowances exceed \$599.99, a 1099 will be issued). Payment shall be made by voucher signed by the Superintendent of Public Works or his designee and will be paid on the next available Council meeting.

ARTICLE IX CALL OUT TIME

Any Union employee who is on call for emergency duty after normal working hours must be able to respond to an emergency call within thirty (30) minutes.

ARTICLE X WORK PERIOD AND SCHEDULE

Section A.

The normal working week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week. The work day shall be 7:00 a.m. to 3:30 p.m. with one-half (½) hour lunch period. If an employee cannot take his/her one-half (½) hour unpaid lunch due to

work demands, he/she shall be permitted to leave one-half (½) hour early from his/her regular schedule.

Section B.

If an employee that is off work on a scheduled vacation day, sick leave, or personal leave and is called into work for emergency duty after or before normal working hours, that employee shall be paid at the employee's regular straight time rate of pay for that part of the current day after or before normal working hours.

ARTICLE XI
PERSONAL LEAVE

Section A.

Each employee shall be entitled to two (2) personal leave days during each calendar year, said days to be taken in accordance with the provisions hereinafter enumerated. For the purpose of this section, "personal leave day" shall be defined as time off from the Employee's regular duties necessitated by a valid personal reason which requires the employee to conduct personal business during regular working hours not otherwise available outside of vacation or sick leave.

Section B.

In order for an employee to exercise the privilege of taking a personal leave day, the employee shall, at the earliest possible convenience, notify his or her supervisor of his or her desire to take said personal leave day, and said supervisor shall grant the employee's request unless, in the supervisor's judgment, the granting of a personal leave day to an employee will result in the creation of an emergency situation due to a shortage of personnel. In the event that the supervisor of the employee shall determine that an emergency situation would exist if the employee shall take said personal leave day, the employee may submit said request and denial by the supervisor to the Borough Clerk, whose decision with respect to the employee's request shall be final and binding upon the employee and the employee's supervisor.

Section C.

The personal leave day must be used in said calendar year or it will be forfeited.

ARTICLE XII
HOLIDAYS

Section A.

Each employee shall be entitled to thirteen (13) days off duty per annum during the term of this Agreement, which shall be the equivalent of and accountable as holidays ("Holiday(s)"). The off duty time for a Holiday shall be the day on which the Holiday falls.

Section B.

The Borough of Rockaway agrees to give the employees the following thirteen (13) Holidays:

- (a) January 1st
- (b) Martin Luther King's Birthday
- (c) President's Day
- (d) Good Friday
- (e) Memorial Day
- (f) July 4th
- (g) Labor Day
- (h) Columbus Day
- (i) Veteran's Day
- (j) Thanksgiving Day
- (k) The Friday Following Thanksgiving Day
- (l) Christmas
- (m) One Additional holiday. (To be annually selected by the Borough)

Additional Holiday(s) to the above shall be granted under this Agreement, if such Holiday is declared by action and approval of the Mayor and Council of the Borough of Rockaway and made applicable to all Borough employees by ordinance or by act or decree of the Mayor and Council. In the event such additional Holiday is declared by reason of a declared State of Emergency, inclement weather or any other emergency where the Mayor and Council deem the presence of the DPW employee's necessary for public safety, such day shall not be deemed a Holiday or a paid day off. Any employee, who is so required to work when the Borough is closed due to a declared State of Emergency or inclement weather, shall be paid at time and one half.

Normally, a holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

Section C. Holiday Pay Rate:

- 1. Employees who are required to work on a Borough designated holiday will receive two times (double time) the hourly rate of pay for each authorized hour worked.
- 2. In the event that a holiday is to be taken on a day other than the day on which it falls, the day off shall be taken by prior arrangement with the appropriate supervisor. In this event, no extra pay compensation will be given to the employee for working on the legal holiday.

ARTICLE XIII
SICK LEAVE

Section A.

Sick leave is a privilege for full-time employees to ensure wage continuation during time of illness or disability. When under medical care, the employee shall conform to the instructions of the attending physician in the event that they are to qualify for wage payments during such period of illness or

disability. The departments head may, in addition to the requirements of this article, create reasonable rules and safeguards to ensure that sick leave privileges are not abused. Sick leave is earned in accordance with the following schedule and utilized under the following conditions:

1. Schedule: One (1) day for each month of service, up to a maximum accrual of 100 days. Part-time employees are not entitled to paid sick leave, unless required by law.
2. Eligibility: Sick days may be used for personal illness, physical incapacitation, or enforced quarantine of the employee or a member of the employee's immediate family, or the death of an immediate family member (in addition to bereavement days). Each employee shall be required to apply accumulated sick time towards any time lost as a result of illness or disability unless the lost time is due to the employee being injured on the job.
3. Taking leave in advance: An employee may take a maximum of two (2) weeks' sick leave in advance of the accrual credit. Should the employee's employment terminate before such sick leave accrues, he or she must reimburse the Borough for that credited leave.
4. If an employee has been granted a leave of absence (paid or unpaid), no additional sick leave shall accrue.
5. An employee who uses all of his or her accrued sick days may be eligible for disability insurance payments.
6. In all cases of sick leave greater than five (5) workdays or where there is reason to suspect abuse, the Borough shall have the right to have the Employee examined by a physician appointed by the Borough. When the Borough's physician determines that the employee is fit for duty, the Mayor and Council may require the employee to immediately return to work. If the employee is not satisfied with the decision of the Borough-appointed physician, the employee may be examined by another physician of his or her own choice and at the employee's expense. If the decision of the second physician is the same as the first, the decision stands. If the first and second physicians differ, a third physician who is mutually acceptable to the Borough and the employee will decide. The Borough will bear the cost of the third opinion. Failure to submit to such examination shall be deemed sufficient cause to deny extension of any rights or benefits under this section.
7. The Mayor and Council reserve the right to have any employee examined by a physician designated by the Mayor and Council, for the purpose of any such physician's certification of the employee as fit for duty, prior to the employee's return to work. The Mayor and Council reserve the right to designate a physician to determine the employee's fitness for duty prior to the employee's return to work.
8. Compensation for unused sick days: Employees may elect to be compensated at the end of a calendar year for ½ of any unused sick days to a maximum accrual of 100 days on the basis of 1/3 the pay received by that employee for each day's service. Employees

hired on or after May 21, 2010, shall not be afforded supplemental compensation in accordance with N.J.S.A. 40A:9-10.4.

9. Compensation for unused sick days upon retirement: Upon retirement, employees shall be compensated for any unused sick days to a maximum accrual of 100 days on the basis of 1/3 the pay received by that employee for each day's service.
10. After the tenth (10th) day of absence on sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences regardless of duration.

Section B. Returning to work after sick leave:

1. When the absence of a Borough employee due to illness or disability does not exceed two (2) consecutive workdays, the employee's statement of the cause of such illness or disability will generally be accepted without medical support. However, the Borough reserves the right to have the employee examined by the Borough medical examiner before returning to duty.
2. Borough employees who are absent for three (3) or more consecutive workdays must submit a written statement from the attending physician upon returning to work.

Section C. Examination by medical personnel; report.

In all cases of reported illness or disability, the Borough reserves the right to send a visiting nurse or Borough medical examiner to examine and report on the condition of the patient to the Mayor and Council. The Borough also reserves the right to have the employee examined by a physician appointed by the Borough, and whenever such physician shall report, in writing, that the employee is fit for duty, the Mayor and Council may require the employee to immediately return to work.

Section D. Notification of absence required.

Each employee must notify their supervisor of any absence from duty. If not possible to do so in advance of the working day, the report should be made by telephone as early as possible on the day the employee will be absent. If impossible to contact their supervisor, the employee should so notify the Borough Clerk. Failure to report shall result in discipline.

ARTICLE XIV
VACATION AND ELIGIBILITY SCHEDULE

Section A. Vacation Schedule

After six (6) months of employment, the newly hired full-time employee will accrue one (1) day of vacation for each month of completed service up to a maximum of five (5) days for the initial calendar year.

After the initial calendar year, vacation time shall be accrued monthly on a prorated basis beginning on January 1 according to the following schedule.

YEARS OF SERVICE

NUMBER OF VACATION DAYS

1 through 3	10
4 through 6	12
7 through 9	14
10 through 13	16
14 through 17	18
18 through 21	20* Max for employees hired after 1/1/18
22 through 25	22
26 or more	25

*Employees hired on or after January 1, 2018 shall be capped at a maximum twenty (20) vacation days.

Full credit will be given for the month if at least one (1) day is worked during the month.

Employees may not take more than two (2) weeks of consecutive vacation without written approval from their supervisor.

Section B. Use of Vacation Time.

All vacation time must be used in the current year, with a minimum of one half-day period. Accrued but unused vacation time will be forfeited.

Vacation is restricted from December 15th through February 15th each year due to weather related issues that require additional manpower.

Vacation selection must be made at least one (1) week prior to the date of the requested vacation time off.

Section C. Holidays Occurring During Authorized Vacation.

If an official holiday, as enumerated in Article XII, occurs during a full-time employees authorized vacation, he or she shall be entitled to an additional concurrent vacation day during the same calendar year in lieu of the holiday.

Section D. Preference in Assignment of Vacation Periods.

Supervisors are responsible for determining vacation times so that the activities of the Borough shall be carried on with the minimum of delay or inconvenience. When possible, the Borough Employee with the longest continuous service shall have preference in the assignment of vacation periods; however, consideration shall be given to the time that the request was submitted.

Section E. Reimbursement for unused or unearned vacation time required.

1. A full-time employee whose employment is terminated with the Borough will be paid for all accrued but unused vacation time at the employee's regular rate of pay in effect on the day of termination.

2. Upon termination, all vacation time taken by an employee but not accrued shall be deducted from that employee's salary or wages. In the event that no salary or wages are due at the time of termination of employment, the employee shall reimburse the Borough directly.

Section F. Extra compensation in lieu of unused vacation time.

Unless specifically authorized by the Mayor and Council in advance, extra compensation shall not be allowed in lieu of unused vacation, as it is desired that each employee take advantage of the authorized annual vacation period for health, rest, relaxation and pleasure.

ARTICLE XV
FUNERAL LEAVE

In the event of a death in the employee's immediate family or the death of a relative who resides with the employee, the Borough Council will grant a leave of absence for three (3) days with pay to the employee. "Immediate family" shall be defined as follows:

- Spouse/civil union partner
- Child or Step Child
- Grandchild
- Parent or Step-Parent
- Grandparent of the Employee
- Mother-in-law
- Father-in-law
- Brother
- Sister
- Brother or sister of the employee's spouse

ARTICLE XVI
OVERTIME

Section A. Prior authorization required.

Overtime work shall be kept to a minimum and, except in cases of emergency, must be authorized in advance by the department head.

Section B. Equal time off in lieu of overtime compensation.

Employees of the Borough, who incur an undue amount of overtime may be granted time off in lieu of overtime at such time as is arranged with and approved by their department head.

Section C. Overtime compensation.

1. Overtime, when duly authorized, shall be paid at the rate of 1½ times the employee's hourly rate of pay, except as provided below. When the rate of pay is expressed as a

yearly amount, overtime shall be computed by dividing the base salary by 2,080 to establish the hourly rate. In computing overtime compensation, the nearest ½ hour shall be the smallest fraction of an hour to be reported.

2. A seniority rotation list will be used for assigning overtime opportunities with an exception that the Borough has the right to assign an individual to an overtime opportunity requiring special skills.
3. When overtime is authorized on a Sunday, employees will be paid at a rate of double their hourly rate of pay.
4. Employees who work less than forty (40) hours per week shall be paid their normal hourly rate for hours worked up to and including the 40th hour, if duly authorized. Sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.
5. Overtime begins when an employee arrives at the designated work site or, if on water truck duty, departs for a call out from the designated site specified by the Superintendent of Public Works. The overtime shall end when the employee is released from the designated work site by the supervisor or the completion of the call out, if on water truck duty.

Section D. Rate of pay; emergencies.

1. Employees who are called out to work outside of regular work hours in response to a declared emergency condition shall receive a minimum of three hours' pay at the rate of 1½ times the employee's hourly rate of pay. If the emergency condition is authorized on a Sunday, employees will be paid at a rate of double their hourly rate of pay.
2. Employees who shall respond to a declared emergency condition who must work on any day to be a legal holiday for the Borough of Rockaway shall be paid two times (double pay) their regular hourly rate of pay for each hour worked. For the purpose of this section, the term "holiday" shall be defined as the period commencing 12:01 am on the day of said holiday through and including 11:59 pm on said holiday.
3. The Superintendent of the Department of Public Works, Municipal Administrator, Borough Clerk, Mayor and Council, and Chief of Police are authorized to declare emergency conditions.

Section E. Water Department duty.

An employee shall be paid in accordance with the applicable Borough Ordinance (Chapter 61, Article VI, Section 61-63), for that week in which said employee is on Water Department duty call.

Section F. Overtime Miscellaneous

1. The Union recognizes the right of the Employer to require members to report for overtime work during emergency conditions such as, but not limited to, adverse weather and water main

emergencies. The Union will encourage and require its members to be available for and respond to such emergency call-ins. If an employee refuses overtime or does not answer his/her phone during such emergency conditions, he/she may be subject to progressive discipline.

2. The Borough has the right to call in a Third Party to help assist with any emergency condition such as, but not limited to, adverse weather and water main emergencies, after members of the bargaining unit have been offered such overtime or if the employees require "rest" due to excessive hours worked.

ARTICLE XVII RIGHTS AND RESTRICTIONS UNDER BOROUGH CODE

It is expressly understood and agreed that the provisions of existing ordinances, salary guides, resolutions or agreements which may affect salary, employment policies, vacations, income, health and accident benefits, and retirement benefits to the extent that the same are consistent with the benefits conferred by this Agreement shall be in addition to the benefits conferred by this Agreement. For purposes of this Agreement, however, the use of the term "day" in all such ordinances, salary guides, resolutions or agreements shall be deemed to mean eight (8) hours.

ARTICLE XVIII GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an employee or group of employees covered by the Agreement.

A "grievance" is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

The procedures for grievances shall be as follows:

1. Step One: In the event an employee covered by this Agreement has a grievance, within two (2) working days of the occurrence of the event being grieved, the employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within five (5) calendar days after the grievance is first presented to him. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance. In the event that the grievance is against the supervisor, this step may be skipped and the employee may proceed directly to Step Two.

2. Step Two: If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days, the grievance shall be presented in writing to the Mayor. The Mayor shall render a decision within five (5) calendar days after the grievance was first presented to him/her.

3. Step Three: If the grievant wishes to appeal the decision of the Mayor, the appeal shall be presented in writing to the Borough Council or its delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council or its delegated representative shall give the grievant the opportunity to be heard and shall render its decision in writing within twenty (20) calendar days of the conclusion of the hearing and shall be final.

4. Step Four: If the grievant wishes to appeal the decision of the Borough Council or its delegated representative, the grievant may submit the grievance to arbitration by filing with the Public Employment Relations Commission within five (5) working days from the decision of the Borough Council and the rules of such agency shall apply. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to or subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory only.

ARTICLE XIX SEPARABILITY AND SAVINGS

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

Nothing contained in this Agreement shall preclude either of the parties from pursuing any legal remedies which they may have not otherwise provided for herein.

ARTICLE XX HEALTH BENEFITS

All employees are enrolled in the New Jersey State Health Benefits Plan, NJ Direct 15. If an employee chooses a plan other than NJ Direct 15, he/she will be required to pay the difference between the two (2) plans. The Borough reserves the right to change insurance carriers during the lifetime of this Agreement so long as the benefits are equivalent to those provided by the State Health Benefits Plan, New Jersey Direct 15.

Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78. P.L. 2011.

All employees shall be afforded dental benefits and are enrolled with the dental benefits carrier. The Borough reserves the right to change dental insurance carriers during the lifetime of this Agreement so long as comparable benefits are provided by the new carrier.

ARTICLE XXI
PROBATIONARY PERIOD

Except where state requirements direct otherwise, new employees or present employees transferring to new positions shall be considered on probation for a minimum period of six (6) months from the time that such employment commences. During this probationary period, supervisors will provide employees with training and guidance. Employees may be terminated during this period or upon its completion, depending on their progress and performance. Under appropriate circumstances, the probationary period may be extended.

ARTICLE XXII
FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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 or in the contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

Sheila Perfect
Name:

BOROUGH OF ROCKAWAY
Russell Greuter
Russell Greuter, Mayor

Maria S Perez
Name:

TEAMSTER LOCAL 97
John J. Gerow
John J. Gerow, President

Maria S Perez
Name:

Patrick Guaschino
Patrick Guaschino, Vice President