AGREEMENT BETWEEN

TOWNSHIP OF ROCKAWAY

AND

FRATERNAL ORDER OF POLICE
LODGE 31 (SUPERIORS)

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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ARTICLE I

PREAMBLE

This Agreement entered into this _____ day of_____, 2015 by and between the TOWNSHIP OF ROCKAWAY, in the County of Morris and State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township"); and the ROCKAWAY TOWNSHIP FRATERNAL ORDER OF POLICE LODGE 31 SUPERIORS (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE II

RECOGNITION

A. The Township hereby recognizes the Union as the exclusive collective negotiating agent for all Police personnel holding the rank of Lieutenant, Captain and Deputy Chief excluding all police personnel below the rank of Lieutenant.

B. The Police Department's bulletin board shall not be used by any other labor organization representing Employees in the same classification of those included in the bargaining unit covered by this Agreement.

C. Employees represented by this collective bargaining unit may not request payroll deduction for payment of dues to any other labor organization other than the duly certified majority representative. Existing written authorizations for payment of dues to any other labor organization shall be terminated.

D. All eligible non-member Employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any Employee to become a member of the majority representative.

1. Prior to the beginning of each contract year, the Union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that year. Any changes in the representation fee structure during the contract year shall be in accordance with the

above.

2. After verification by the Township that an Employee must pay the representation fee, the Township will deduct the fee for all eligible Employees in accordance with this Article.

3. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Township shall deduct the representation fee from a new Employee as soon as possible after three (3) days from the beginning date of employment in a position in this unit.

5. The representation fee in lieu of dues shall be available to the Union if the procedures hereafter are maintained by the Fraternal Order of Police Lodge #31.

6. The Union shall return any part of the representation fee paid by the Employee which represents the Employee's additional *pro rata* share of expenditures by the Union that is either in aid of activities or causes of partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

7. The Employee shall be entitled to review the amount of representation fee by requesting the Union to substantiate the amount charged for

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the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union and set forth below.

A. The Union shall submit a copy of the review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

8. Provisions in this clause are further conditioned upon the meeting of all requirements of applicable laws.

D. Pursuant to N.J.S.A. 34:13A-5.5, the Union and the Township have reached an agreement whereby the Union shall be entitled to a representation fee in lieu of dues from all non-Union Employees for services rendered by the Union.

1 The representation fee in lieu of dues shall be set at an amount not to exceed eighty-five percent (85%) of the regular membership dues, fees and assessments of the Union.

E. Any non-Union public Employee who pays a representation fee to the Union in lieu of dues shall have the right to demand and receive from the Union, under procedures outlined below, a return of any portion of that representation fee which represents the non-Union member's *pro-rata* share of expenditures by the Union that are in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment of such public Employee or applied toward the cost of any other benefits available only to members of the Union.

1 A demand for the return of that portion of the representation fee used for political and ideological activities not reasonably related to collective

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bargaining, contract administration and grievance resolution or applied toward the cost of any other benefits available only to members of the majority representative may be made by a non-Union member assessed with said fee, only in writing by certified mail, return receipt requested to: President, Fraternal Order of Police Lodge No. 31, P.O. Box 144, Hibernia, New Jersey 07842.

2. A written demand must include the name, address and social security number of the non-Union member.

3. Said demand may be filed during the January 1 to December 31 fiscal year. However, to receive a rebate for the entire fiscal year, a non-Union member must submit his/her request during the last three (3) weeks of December. A demand received during the course of the fiscal year will only be applied toward the remainder of the said year. Demands received during the last three (3) weeks of December will be presumed to be for the following fiscal year unless otherwise indicated.

4. A demand will only be valid for the following year if submitted during the last three (3) weeks of December of if submitted during the course of the fiscal year, for the remainder of that year. Upon receipt of that demand, the portion of the non-Union member's fees corresponding to an estimate of the portion of the Union's expenditures on rebatable activities will be kept in an escrow account with interest accruing.

5. Each year the Executive Board will determine the amount of the Union's expenditures on rebatable activities.

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6 Any non-Union member disagreeing with the Executive Board's determination shall have the right to appeal to the Executive Board or a hearing officer appointed by the Executive Board by filing a written appeal within thirty (30) days of the date of receipt of the determination. The appeal should be addressed to the President. All non-Union members filing such appeals, shall receive written notifications of the date, site and time of the hearings for such appeals, a minimum of ten (10) days prior to the scheduled hearing date. At such hearings the Union shall have the burden of proving that the portion of the representation fee demanded to be returned by the non-Union member has not been used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance handling or applied toward the cost of any other benefits available only to the members of the Union. All appealing non-Union members shall be accorded a full and fair hearing before the Executive Board or hearing officer. Said Executive Board or hearing officer shall consider and decide appeals from the determination of the Executive Board within a reasonable time following the filing of such appeals all non-Union members may bypass this step in the appeal procedure and appeal directly to the Board appointed by the Governor of New Jersey pursuant to *N.J.S.A.* 34:13A-5.6 as set forth below.

a. If any appealing non-Union member is dissatisfied with the action of the Executive Board or hearing officer appointed by the Executive Board, he/she may further appeal, within thirty (30) days following the decision of

the Executive Board or hearing officer, to the three (3) member Board appointed by the Governor of New Jersey as provided in *N.J.S.A.* 34:13A-5.6 as set forth below.

b. If any appealing non-Union member is dissatisfied with the action of the Executive Board or hearing officer appointed by the Executive Board, he/she may further appeal, within thirty (30) days following the decision of the Executive Board or hearing officer, to the three (3) member Board appointed by the Governor of New Jersey as provided in *N.J.S.A.* 34:13A-5.6 and pursuant to the rules and regulations promulgated by the Public Employment Relations Commission of New Jersey.

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ARTICLE III
NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Union is authorized to negotiate in accordance with **Article II, 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 Union. The signature by the Union on the contract shall be pursuant to authorization received from the membership and the Township reserves the right to request proof of authorization received from the membership before appending its signature to any agreement.

B. The parties shall comply with rules for negotiation procedure set forth under the Public Employment Relations Commission statute.

C. The Township reserves the right to present proposals of its own, as well as counter-proposals to those presented by the Union. Such proposals shall be presented to the Union Negotiation Committee in writing within forty-five (45) days after the initial Union proposal.

D. It is agreed by and between the parties that in order to facilitate the expeditious resolutions of matters in dispute without undue delay in the course of

negotiations, that each side shall normally limit its negotiating committee to not more than five (5) members.

E. The Township agrees to furnish the Union in response to reasonable requests made by the Union, from time to time, information and data concerning the Township which the Union may require in connection with negotiations. Nothing contained herein shall impose any obligation on the part of the Township to disclose any information which may be classified as privileged and/or confidential.

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ARTICLE IV
MANAGEMENT RIGHTS

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

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

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

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

4. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of Township government. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under *R.S.* 40 and *R.S.* 11 or any

other national, State, County, or local laws or ordinances.

C. The Chief may from time to time call general Police meetings not to exceed four (4) annually. The parties agree that no pay be made to Employees covered by this Agreement for attendance at said meeting. Attendance at said meeting shall not be made mandatory. However, members will make every effort to attend. Notice of such meetings will be posted at least one (1) week prior to said meeting.

D. On thirty (30) days' notice, the Chief and/or the Mayor may require Employees to attend one (1) ceremonial day annually for the purpose of inspections, awards, *etc.* without pay.

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ARTICLE V
EMPLOYEES' RIGHTS

A. Accredited non-Employee representatives of the Union may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter Township facilities or premises, it will request such permission from the appropriate Township representative. Such permission will not be unreasonably withheld, provided there shall not be interference with the normal operations of the business of the Township government or normal duties of Employees.

B. Two (2) shop stewards may be appointed to represent the Union in grievances with the Township.

C. The shop stewards of the Union will have the right during the business day to investigate any problems with working conditions or contract violations without said time being deducted from his/her working time.

D. One (1) Delegate, one (1) Alternate Delegate attending the FOP Convention will be given time off with pay. Each Delegate and Alternate Delegate attending the FOP Convention will be reimbursed his/her expenses up to an amount of Two Hundred Twenty-Five Dollars ($225.00), and will be given time off with pay, ample travel time to and from the Convention location. The Union shall notify the Chief at least thirty (30) days in advance, of the dates of Convention to be attended. This paragraph D shall be construed as providing express limitation of two (2) Superiors per Convention.

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E. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning should be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or any other disciplinary punishment. No promise of rewards shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel

and/or the Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, or more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

9. Departmental investigations shall not be conducted by an Officer of lesser rank than that of the Officer under investigation.

F. No full-time Employee covered by this Agreement shall be replaced by a non-Police Officer, part-time or other personnel. No post presently filled by a full-time Employee covered by this Agreement shall be covered by any non-Police Officer, part-time or other personnel.

ARTICLE VI

SALARY

	01/01/14	01/01/15	01/01/16	01/01/17
Lieutenant	$129,712	$132,046	$134,382	$136,716
Captain	$137,580	$140,056	$142,532	$145,008
Detective/Captain	$142,338	$144,900	$147,462	$150,024
Deputy Chief	$147,521	$150,076	$152,831	$155,486

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ARTICLE VII
HOURS AND OVERTIME

A. All Superior Officers covered by this Agreement will be compensated fifteen (15) days off per year for their on-call status for the duration of this contract. Police Officers promoted to a Superior Officer position will be compensated on a *pro-rated* basis.

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ARTICLE VIII
THIRD-PARTY ASSIGNMENTS

1. Effective January 1, 1992, all Police Officers will be eligible to engage in third-party assignments.

2. All outside details shall be subject to the approval of the Chief of Police or his designee. No Employee is allowed to engage in third-party work activity on his own without the knowledge and consent of the Chief of Police or his designee.

3. Once written request for Police Services has been approved by the Chief of Police or his designee, the assignment of Police personnel shall be made in accordance with a rotation list for this purpose.

4. Any Employee covered by this Agreement who is not in good standing with the Department (i.e. on disciplinary layoff, etc.) will not be considered for assignment for outside details.

5. Workers' Compensation will protect the Police Officer while he is on the third-party worksite. The Police Officer will not be covered under Workers' Compensation to and from the third-party worksite.

6. The Police Officer working on third-party assignment will be paid at a rate established by this Article. Third-party work hours shall be deemed to be exclusive of the regular Municipal work week and shall not qualify for any Township benefit.

7. Officers working third-party assignments may, at no cost to the Township, wear a Class B uniform where appropriate with the prior approval of the Chief of Police.

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8. Since third-party work is on the Police Officer's own free time, the Officer may only carry his authorized Municipality-issued weapon while on third-party work assignments.

9. The Township agrees to bill the requesting party for services rendered and shall make payment to the Employee in the first pay period following receipt of payment by the Township.

10. The rate for third-party work shall be the Senior Patrol Officer overtime rate in accordance with the Collective Bargaining Agreement. The Administrative Fee shall be Five Dollars ($5.00) per hour.

11. The Chief of Police or his designee shall allow an Officer to engage in third-party work provided that the Officer works no more than sixteen (16) hours of regular work hours and third-party work hours. The Officer will have at least eight (8) hours off before returning to work. The Chief of Police may grant permission to exceed sixteen (16) hours on a case-by-case basis.

12. Any additional expense that may arise due to an Officer performing a non--Police function while on a third-party assignment shall be the sole responsibility of the Employee.

ARTICLE IX
LONGEVITY

A. Each Employee covered by the contract shall be entitled to a longevity benefit as set forth at **Appendix A,** except that employees hired after January 1, 2015, shall not be entitled to a longevity benefit.

B. Each Employee entitled to longevity benefits shall be compensated by having said longevity benefit paid along with regular payroll and folded-in and utilized for all computation purposes.

C. A condition precedent relative to longevity eligibility is as follows: Years of service relates only to length of service as a sworn Police Officer in the employ of the Township of Rockaway.

D. Longevity benefits shall be calculated and paid on the Officer's anniversary date.

E. The Township shall circulate for verification, a list of sworn Police Officers and their individual dates of hire as sworn Police Officers in Rockaway Township. That list as confirmed shall be appended to the Agreement for the purpose of determining eligibility for the application of longevity payments.

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ARTICLE X
EDUCATION BENEFITS

A. **Reimbursement for College Courses** - The Township agrees to reimburse one hundred percent (100%) of tuition and books for all Employees enrolled in an accredited course of study at any State college, State university, or County college towards an Associate, Bachelor, Masters' Degree in Police Science or Public Safety, Social Science (where Union can correlate as Police Science, Juris Doctor (or its equivalent), Ph.D., or other related field as approved by the Business Administrator, if monies for such tuition are not available through other government source or any other source other than the individual Employee.

A1. **Out of State Schools** - Township will consider attendance at an out of State college or university. If permission to attend an out-of-State college or university is granted and if monies for such tuition are not available through other financial aid, the Township will reimburse tuition in accordance with the prevailing schedule of William Paterson State College. Notice under this Section shall be made for the Business Administrator's approval prior to enrollment.

B. Reimbursement Requirements- Non-transferable credits and grades of "D" shall not be reimbursed in any manner. To qualify for reimbursement for tuition and books under paragraph "A" above, a "C" grade or better is required for undergraduate reimbursement and a "B" grade or better is required for graduate reimbursement.

C. Reimbursement Procedures - To qualify for reimbursement under

paragraph "A" above, a requisition must be submitted to the Township on the form and in the manner prescribed for payment of all vouchers, to which there must be attached:

1. A certificate or grade report from the institution giving the title of the approved course, and indicating successful completion as outlined in paragraph "B" above;

2. A receipted voucher for tuition costs including its payment for the specified approved course at the institution in question; and

3. A receipted voucher for the costs of books purchased and required in connection with the approved course.

All vouchers for tuition and book reimbursement shall be submitted to the Administrator within sixty (60) days of receipt of document of the particular semester in which the courses are taken. All monies due shall be paid within thirty (30) days of receipt by the Township of all documentation.

D. **College Incentive Program**

1. In addition to the base salary herein stated, all full-time active eligible (as defined in Paragraph E herein) Superior Police Officers shall receive payment as set forth below for degrees earned through and including completion of Juris Doctor Degree or its equivalent or Ph.D. All college incentive payment shall be made in a lump sum on the second payday in January of each year, and shall be determined with reference to credits earned as the preceding January 1st. For Superior Officers these payments shall be included in base salary effective January 1, 1996, as follows:

Associate Degree	$1,100.00
Bachelor's Degree	$2,100.00
Master's Degree	$3,000.00

2. Any Employee participating in this program who fails to continue his education for more than one (1) year without the Township's permission, shall lose the dollar remuneration given for the educational credits acquired. However, an Employee shall not lose the dollar remuneration attained for the completion of an Associate Degree in Police Science or Public Safety or other related field as approved by the Administrator if he fails to continue his education for more than one (1) year towards a Bachelor's Degree or a Master's Degree or Juris Doctor Degree (or its equivalent) or Ph.D..

3. Any Employee with existing credits must complete one (1) approved course towards the Police Science or Public Safety Associate Degree or Bachelor's Degree or a Master's Degree or a Juris Doctor Degree (or its equivalent) or Ph.D. or other related field as approved by the Administrator in order to gain a dollar remuneration benefit of the existing credits held. All documents currently in the Township's possession shall be proof for payment of college incentive monies.

E. Effective January 1, 1996, and thereafter the college incentive program will be terminated. Any employees promoted, assigned or transferred into this Superior Officer bargaining unit after January 1, 1996, shall not be eligible for, nor shall hey receive any college incentive payment whatsoever with the exception of any employee eligible for promotion as a certified eligible on the promotional list designated by the New Jersey Department of Personnel. This exception is made only in recognition of the passage of the promotional exam and satisfaction of all eligibility requirements prior to

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January 1, 1996. Only employees who were members of this bargaining unit prior to January 1, 1996 shall be eligible to receive college incentive payment whatsoever, all others shall not be eligible.

F. Effective January 1, 1995 and thereafter, a Juris Doctor Degree (or its equivalent) or Ph.D. will not be entitled to the college incentive program benefits, except to eligible Employees enrolled in a Juris Doctor Degree (or its equivalent) or Ph.D. program prior to January 1, 1995.

G. Notwithstanding the provisions of paragraph E, above, a Sergeant shall retain

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any college incentive payments upon promotion to the rank of Lieutenant at the level earned as of time of promotion. Thereafter, no additional college incentive payment will be made.

ARTICLE XI

EXPENSE REIMBURSEMENT

A. Any Employee who expends money legitimately as a part of his/her official duties will be reimbursed by approved voucher or petty cash for the money expended, provided that maximum reimbursement for dinner shall be Twelve Dollars ($12.00), for lurch shall be Eight Dollars ($8.00), and for breakfast shall be Four Dollars ($4.00), and provided further that proposed travel and lodging expenses shall be submitted for prior approval of the Chief or his designee.

B. It is agreed between the Union and the Township that all travel reimbursement regarding use of Employee's automobile for Township business will be compensated at the current annual mileage rate set each year by the Internal Revenue Service Employees may use their personal automobile only if a Township vehicle is unavailable. Mileage computations will be determined from the Municipal Building or the Employee's home, whichever is less. Receipted tolls and parking expenses shall also be reimbursed.

ARTICLE XII

BEREAVEMENT LEAVE

A. Employees shall be granted time off without deduction for pay for death in the immediate family, from date of death through the day after the funeral. "Immediate family" means father, mother, stepfather, stepmother, spouse, child, foster child, stepchild, sister, brother, brother/sister-in-law, niece, nephew, aunt, uncle, mother-in-law, father-in-law or grandparent of the Employee or Employee's spouse. It shall also include relatives of the Employee residing in the Employee's household.

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ARTICLE XIII

UNIFORM REPLACEMENT

A. Members of the Department covered by this Agreement will receive clothing maintenance allowance annually in the amount of Seven Hundred Fifty Dollars ($750.00). Uniform maintenance will be paid by the twelfth (12^{t1}) pay period.

B. Uniforms or clothing worn while on duty or in the line of duty that become torn or ripped or lost will be replaced by the Department. If the leather jacket is torn, ripped or lost, the Township will replace the value of the nylon jacket only, unless the leather jacket damaged was originally issued by the Township, in which case the Township will replace said leather jacket.

Personal property of an Employee used in Police duty will also be reimbursed, provided that the Township's obligation shall not require the expenditure of more than Two Hundred Dollars ($200.00) per incident per item.

C. Effective January 1, 1998, a bullet proof vest will be provided to each bargaining unit member once every five (5) years on his/her anniversary date, provided the vest is routinely used. Routine use of the vest will be determined by the shift supervisor.

D. All Officers who are required to purchase clothing/equipment to attend basic Police training at the Police Academy shall be reimbursed Three Hundred Dollars ($300.00) for said expenditures upon satisfactory completion of his/her probationary period with the Township.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "Grievance" is a claim by a member of the Department arising out of the interpretation or application of this Agreement or a claim of lack of equality in treatment in employment or promotion.

2. An "aggrieved member of the Department" is the person making the claim.

3. A "party in interest" is the member of the Department or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B PURPOSE:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the members of the Department. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is hoped that, if the Officer does not desire to use this grievance procedure, that whatever grievance he may have shall be brought up at the quarterly grievance meeting which can be acted on informally.

C. PROCEDURE:

1. All grievances and responses shall be initiated in writing and shall proceed in writing through all steps. To be effective, such written grievances must set forth in detail

the facts underlying the grievance, the specific contract provisions at issue, the relief sought and a detailed statement of the reasons why the decisions rendered below (if any) are claimed to be unsatisfactory to the aggrieved person.

2. An aggrieved member of the Department shall notify the Police Chief, 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 Police Chief shall meet with the aggrieved Officer and attempt to adjust or resolve such grievance. The Police Chief shall render his decision in writing, within five (5) days after such meeting.

3. If the grievance is not resolved to the satisfaction of the aggrieved member of the Department, he/she may present the grievance to the Administrator, in writing, within ten (10) days after the receipt of the decision of the Police Chief. The notice shall set forth the nature of the grievance and the reasons he is dissatisfied with the decision of the Police Chief. In case of disciplinary action, the written notice to the Administrator shall be presented within ten (10) days after receipt of the Police Chief's decision. Within seven (7) days after the Administrator receives such a notice, he/she shall arrange to meet with the aggrieved member of the Department and attempt to adjust or resolve such grievance. The Administrator shall render his/her decision, in writing within ten (10) days after such meeting.

4. If the grievance is not resolved to the satisfaction of the aggrieved member of the Department, he/she may, within fifteen (15) days after receipt of the Administrator's decision, notify the Administrator in writing that he/she wishes to take the matter to binding arbitration.

a. Within ten (10) days after the service of such written notice of submission

to arbitration, the Administrator, on behalf of the Township, and the aggrieved member of the Department shall select a mutually acceptable Arbitrator according to the rules and procedures of the Public Employment Relations Commission. However, no arbitration shall commence within thirty (30) days of the Administrator's decision. If during such time the member of the Department elects to pursue the Civil Service Appellate remedies, the matter shall be withdrawn and no arbitration hearing shall be heard.

b. The Arbitrator selected shall hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearing, or, if oral hearings have been waived then from the date of the final statements and proof on 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 Arbitrator shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement. The decision of the Arbitrator shall be submitted to the Administrator and the aggrieved member of the Department and shall be binding on the parties.

c. All the costs of the arbitration, including the costs for the services of the Arbitrator, but not including any attorney's fees shall be borne equally by the Township and the aggrieved Employee.

ARTICLE XV

SICK LEAVE

A. All Officers shall receive one (1) day per month during first calendar year of service and fifteen (15) days per year in the second and all subsequent years of service. All unused sick leave will be accumulative for length of service.

B. Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

C. If an Employee in the line of duty is incapacitated and unable to work because of an injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties, as certified by a physician designated by the Township. Such payments shall be continued when an Employee is placed on disability leave or pension, and reduced by any payment received by Workmen's Compensation.

D. REPORTING OF ABSENCE ON SICK LEAVE:

1. If an Employee is absent for reasons that entitle him/her to sick leave, a superior shall be so notified prior to the Employee's starting time. Employee shall attempt to report such anticipated absence at least two (2) hours prior to the start of his/her assignment.

a. Failure to notify a superior may be a cause of denial of the use of sick leave for that absence and constitute a cause for disciplinary action.

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

constitute a resignation.

E **VERIFICATION OF SICK LEAVE:**

1. An Employee who shall be absent on sick leave for three (3) 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 leave. Abuse of sick leave shall be a cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from a qualified physician shall be required. A copy of the certificate shall be made available to the Township Health Department.

3. The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the Employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other Employees. Upon return to duty, an Employee may be assigned light duty during a temporary recuperative period of thirty (30) days if approved by the Chief and substantiated by medical examination, and such assignment may be extended for additional thirty (30) day periods if approved by the Chief and substantiated by medical examinations.

F. **PAYMENT FOR UNUSED ACCUMULATED SICK TIME AT CESSATION OF EMPLOYMENT:**

1. Upon cessation of employment with the Township of Rockaway, every

Employee with less than twenty-five (25) years' service with the Township of Rockaway will be paid one-half (1/2) pay for unused sick time, subject to the limitations of Paragraphs G, H, and J,

below.

a. 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 These provisions are subject to the limitations of paragraph "G", below.

b. The Township agrees to a deferred compensation plan. In order to enroll in the Program, an Employee must maintain a sixty (60) day sick leave bank. Thereafter, the Employee may sell to the Township a maximum of twenty-five (25) days in any combination of sick, vacation or holiday time. The vacation days may not be sold back until all sick days above ninety (90) are used. Employees 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 to the Township. Reimbursed sick/vacation time will be payable within ninety (90) days after final budget adoption by the Rockaway Township Council by cash payment to the Employee or to the deferred compensation program.

G. If the sick leave bank falls below sixty (60) days, an Employee who is currently enrolled in the deferred compensation program may sell holiday and vacation time to be placed into the deferred compensation program only.

H. Effective January 1, 1997, Employees shall be compensated for a maximum of one thousand five hundred (1,500) hours of unused sick time that has been accumulated by the Employee. While additional sick hours may be accumulated, the Employees will not be compensated for these additional hours in accordance with

Paragraph "F", above. The Employee will be able to sell back additional hours as stated above in Paragraph "G". Current Employees with more than one thousand five hundred (1,500) hours of unused sick time accumulated through 1997 will be permitted to cap their sick time at the level they have reached as of January 1, 1997.

J. Employees hired after January 1, 2015, shall not be compensated for unused sick time upon their cessation of employment with the Township of Rockaway.

ARTICLE XVI

VACATIONS

A. Up to one (1) year of service, one (1) working days' vacation for each month of service; after one (1) year and up to five (5) years of service, twelve (12) working days' vacation; from six (6) years and up to ten (10) years of service, fifteen (15) working days' vacation; and after ten (10) years, one (1) additional day for each year of service with a maximum of twenty (20) working days' vacation. Effective January 1, 1992, one (1) additional vacation day will be granted for each year after twenty (20) years' service to the Township to a maximum of twenty-five (25) days' vacation time. Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of Municipal business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year.

B. Effective January 1, 1998, Employees will be allowed to carryover a maximum of ninety (90) unused vacation days from year to year. Employees with more than ninety (90) days of unused vacation days as of January 1, 1998 will be capped at the level in which they are at as of January 1, 1998.

ARTICLE XVII

HOLIDAYS

A. The members of the Department will be granted sixteen (16) holidays which shall be taken as part of their vacation time during the current year of the contract. Holiday time will be granted with the approval of the Police Chief.

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ARTICLE XVIII

HOSPITALIZATION AND MEDICAL BENEFITS

A. The Township shall continue to provide enrollment in the hospital and medical benefits program, the dental expense insurance and the prescription insurance presently in existence; as well as Major Medical and Rider J coverage and enrollment in a prescription eyeglass plan and a disability insurance plan. The Township's current prescription benefit plan shall continue as it presently exists until December 31, 2015. Beginning on January 1, 2016, or as soon as is reasonably practicable after that time, the Township's Prescription Plan shall be modified as follows: (1) For retail pharmacy prescriptions, (a) Three dollars ($3.00) for up to a 30-day supply of generic drugs; (b) Ten dollars ($10.00) for up to a 30-day supply of brand name drugs that do not have a generic equivalent; or (c) Twenty dollars ($20.00) for up to a 30-day supply of brand name drugs where a generic equivalent is available; and (2) for mail order prescriptions, (a) Five dollars ($5.00) for up to a 90-day supply of generic drugs; (b) fifteen dollars ($15.00) for up to a 90-day supply of brand name drugs that do not have a generic equivalent; or (c) thirty dollars ($30.00) for brand name drugs where a generic equivalent is available.

Prior to entering the Joint Insurance Program, the Township will insure that equivalent or better coverage is available. If such a plan is not available, the Township must negotiate with the FOP the benefits plan to be entered.

Until such time that the coverage described in paragraph "A" above is available through the Joint Insurance Fund, the Township agrees to continue to provide current coverage.

B. Union agrees to a self-insured hospitalization, medical benefits and dental insurance plan supplied through the Morris County Joint Insurance Program when available provided that

coverage under the Joint Insurance Program will be equal to or better than coverage currently it existence.

C. Members shall contribute a co-payment of Twenty-Five Dollars ($25.00) per

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month for single health insurance coverage and Forty Dollars ($40.00) per month for family health insurance through payroll deduction.

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ARTICLE XIX

RETIREMENT AND INSURANCE

A. It is agreed by and between the parties that the presently existing pension coverage by the Police and Firemen's Retirement System of New Jersey will be maintained and continued, and further the current life insurance policy with the Massachusetts Mutual Insurance Company or an insurance company authorized to do business in the State of New Jersey be continued.

B. Subject to Paragraph "E" herein, the Township will provide for the continuance of hospitalization, medical, surgical, major medical, health, life, dental, prescription and accident insurance coverage and the Employer will assume the entire cost of such coverage and pay all the premiums for Employees and spouse and/or dependents who have retired after twenty-five (25) years or more of service or retired on a disability within a State-administered pension plan or any retirement covered in Chapter 88 Laws of 1974.

C. Subject to Paragraph "E" herein, a surviving spouse shall continue to receive health insurance benefits if the active or retired Employee dies, unless or until any of the following occurs:

a. the spouse remarries; or

b. the spouse is eligible for other health insurance; or

c. the spouse becomes eligible for Medicare.

D. Dependents of a deceased active or retired Employee shall receive health insurance benefits in accordance with the terms of the plan.

E. In order to maintain coverage upon retirement, officers hired after January 1, 2015, shall contribute the full cost of the premiums for health insurance benefits. Spouses of

officers hired after January 1, 2015, shall also be required to contribute the full cost of the premiums to maintain health insurance benefits coverage upon the officer's retirement.

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ARTICLE XX

SALARY DEDUCTIONS

A. The Township agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the F.O.P., in the amount to be advised by the F.O.P. each pay period. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. *(R.S.)* 52:1A-15.9(e) as amended. The Township shall remit the dues deduction to the secretary on the tenth (10th) day after the last payroll paid for the prior month.

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

C. The F.O.P. will provide the necessary checkoff authorization form and the F.O.P. will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials. The F.O.P. shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of the action taken by the Township in reliance upon the salary deduction authorization card submitted by the F.O.P. to the Township.

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ARTICLE XXI

NO STRIKE CLAUSE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (*L* e. the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employees' duties of employment) work stoppage, slow down, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

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

1. Withdrawal of dues and deduction privileges;

2. Such activity shall be deemed grounds for termination of employment of such Employee or Employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

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

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or its members.

ARTICLE XXII

NON-DISCRIMINATION

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

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such Employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union for the payment of dues during working time.

ARTICLE XXIII

LENGTH OF AGREEMENT AND RETROACTIVITY

The term of this Agreement shall be from January 1, 2015 to December 31, 2017. All salaries and wages (including overtime) stated herein to be applicable to calendar year 2015, shall be paid retroactive to January 1, 2015 or to that date on which members of the Department shall have been employed, or were promoted if later.

ARTICLE XXIV
FULLY BARGAINED CLAUSE

A. Consistent with *N.J. S.A.* 34:13A-5.3, "proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established."

B. 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.

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ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. COMPENSATORY TIME OFF:

Whenever a Federal, State or Local holiday has been declared which is not of the regular holidays under the terms of this Agreement, then all Officers shall be allowed compensatory time off for said Federal, State or Local holiday to be taken in accordance with **Article VIII.**

B. In the event the Township closes the Municipal offices early due to an emergency, Employees working that day, at the time of closure, will receive equal time off at a later date.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of the Agreement to any Employee or group of Employees is held to be invalid by operation of law, executive order 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.

ROCKAWAY TOWNSHIP
SUPERIOR OFFICERS F.O.P.

TOWNSHIP OF ROCKAWAY

By: _____ **By:** _____
President **Mayor**

By: _____

By: _____

ATTEST: **ATTEST:**

_____ _____

Dated: 10-13-15

APPENDIX A

LONGEVITY

	Per *Annum* Longevity Benefit Effective 01/01/05	Effective 01/01/06
Completion of 5th Year to End of 10th Year	$1,150.00	$1,250.00
Completion of 10th Year to End of 15th Year	$1,450.00	$1,650.00
Completion of 15th Year to End of 20th Year	$1,950.00	$2,150.00
Completion of 20th Year and Each Year Thereafter	$2,450.00	$2,650.00