

AGREEMENT BETWEEN

TOWNSHIP OF ROCKAWAY

AND

**THE ROCKAWAY TOWNSHIP
PBA LOCAL 287 RANK AND FILE OFFICERS**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

FOR ROCKAWAY TOWNSHIP:

**Thomas N. Ryan, Esq.
LADDEY, CLARK & RYAN, LLP
60 Blue Heron Road, Suite 300
Sparta, NJ 07871
(973) 729-1880
(973) 729-1224 (Fax)**

**FOR ROCKAWAY TOWNSHIP PBA LOCAL
287 (RANK & FILE):**

**Merick H. Limsy, Esq.
LIMSKY MITOLO
271 Route 46, Suite D209
Fairfield, NJ 07004
(201) 488-5300
(201) 408-7947 (Fax)**

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ARTICLE I

PREAMBLE

This Agreement entered into this _____ day of _____, 2023 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 PBA LOCAL 287 RANK AND FILE OFFICERS** (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 Uniformed and Non-Uniformed Police Officers and Sergeants, excluding all police personnel above the rank of Sergeant.

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 afforded the rights as provided for in the United States Supreme Court decision of Janus v. AFSCME. Nothing herein shall be deemed to require any Employee to become a member of the majority representative.

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.

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.

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. One (1) shop steward may be appointed for each of the four (4) shifts to represent the Union in grievances with the Township.

C. The shop steward 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. However, if the midnight shift shop steward needs to communicate with the appropriate Township official during the day, that would be on the shop steward's own time.

D. One (1) Delegate, one (1) Alternate Delegate and one (1) Trustee of the Union will be given time off to attend the PBA Convention. Only the Delegate and Alternate Delegate attending the PBA Convention will be reimbursed his expenses up to an amount of Two Hundred Twenty-Five Dollars (\$225.00). The Delegate, Alternate Delegate, and Trustee will be given time off with pay, ample travel time to and from the Convention. The Union shall notify the Chief at least thirty (30) days in advance, of dates of Conventions to be attended. This paragraph shall be construed as providing express limitation of three (3) Union

Employees per Convention.

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.

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

	01/01/22	01/01/23	01/01/24	01/01/25	01/01/26
Academy	40,000	40,000	40,000	40,000	40,000
Step 1	50,000	50,000	50,000	50,000	50,000
Step 2	63,860	65,137	66,440	67,437	68,448
Step 3	75,291	76,797	78,333	79,508	80,700
Step 4	85,250	86,955	88,695	90,025	91,375
Step 5	94,757	96,652	98,585	100,064	101,565
Step 6	101,455	103,484	105,554	107,137	108,744
Step 7	110,553	112,764	115,019	116,745	118,496
Step 8	117,935	120,294	122,700	124,540	126,408
Step 9	126,768	129,304	131,890	133,868	135,876
Sergeant 1	136,768	139,504	142,294	144,428	146,595
Sergeant 2	140,967	143,786	146,662	148,862	151,095

Detective Assignment \$3,000 added to current step.

Detective Sergeant Assignment \$2,000 added to current step.

There will be an Academy rate for the first six (6) months of employment. The incumbent will then advance to **Step 1** and will remain there until his first year anniversary.

Shift Stipend: \$.10 \$.20 \$.25

The stipend will only accrue for actual hours worked. Items such as, but not limited to, vacation, overtime, Garcia pay, holidays, sick time, *etc.* are not included in this provision.

The midnight shift includes all Police Officers who start work between 10:00 P.M. and Midnight and must work a full shift to receive stipend.

ARTICLE VII
HOURS AND OVERTIME

A. All Police Officers, Detectives and Police Sergeants will be paid for overtime work at the rate of one and one-half times the prevailing hourly wage when authorized by the Shift Commander. Overtime will be paid for over their regular scheduled workday and/or will be paid for hours worked in excess of eighty (80) hours per pay period.

B. All Federal, State, County, Grand Jury, Juvenile and Criminal Court appearances in a County, Federal or Municipal Court, and administrative hearings of the Department of Motor Vehicles and Civil Court appearances, depositions upon presentation of a Subpoena which arises out of normal work assignments will be considered as time credited towards overtime, and the Police Officer, Detective or Police Sergeant will be compensated on an hour-to-hour basis in accordance with Section "A" above.

C. It is agreed that any off-duty appearance for County, Grand Jury, Juvenile and Criminal Court, in a County, Federal or Municipal Court, and administrative hearings of the Department of Motor Vehicles and Civil Court appearances, depositions upon presentation of a Subpoena, arising out of normal work assignments shall be compensated on a basis of four (4) hours call out time, regardless of the length of appearance. If it exceeds four (4) hours, the Police Officer, Detective or Police Sergeant will be compensated on an hour-to-hour basis in accordance with Section "A" above.

D. Overtime hours will be determined on the basis of time in excess of fifteen (15) minutes in half-hour intervals for overtime compensation. All overtime reported during the pay period will be paid in the next regular paycheck.

E. The Police Officer, Detectives and Police Sergeants will be granted a fifteen (15) minute break during the first four (4) hours of overtime, and every four (4) hours thereafter. The normal food break, which in one-half (1/2) hour, shall not exceed the time of regular "lunch" break which is normally one-half (1/2) hour, normally taken during regular work hours.

F. Any time a Police Officer, Detective or Police Sergeant is requested to work an extra shift and is called on less than two (2) hours' notice, he shall be paid for the full shift even if he is not on time, providing the Officer reports no later than one (1) hour from the starting time of the shift.

G. On call-outs, there will be paid to the Police Officer, Detective or Police Sergeant, a minimum of four (4) hours' pay, but if he works an excess of four (4) hours, the Officer will be paid on an hour-to-hour basis, in accordance with Section "A" above.

H. Traffic Bureau and Officers from the Emergency Service Unit assigned to Decontamination - in recognition that two (2) Police Officers are on call for six (6) month each per year, they shall each be paid an annual stipend of Five Hundred Dollars (\$500.00) payable in December. If the call-out is serviced by more than two (2) Police Officers, then the Five Hundred Dollars (\$500.00) will be *pro-rated* among those Officers.

I. Shift Sergeants will receive two (2) compensatory days off for time preparing for each shift and time spent completing the shift. Said compensatory time must be taken in the year earned and shall not accumulate.

ARTICLE VIII

THIRD-PARTY ASSIGNMENTS

1. Police Officers are 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. Such coverage to be consistent with the Morris County Joint Insurance Fund or the Township's existing Workers' Compensation insurance carrier.
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 or uniform designated by the Chief of Police where appropriate with the prior approval of the Chief of Police.

8. The Officer may only carry his authorized Municipality-issued weapon while on third-party work assignments. Only Municipal vehicles shall be used for third-party work.

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 and hired prior to January 1, 2015 shall be entitled to a longevity benefit as set forth at **Appendix A**. 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 who are eligible for longevity 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.

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 University. 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. Reimbursement for College Courses

If the Employee leaves the employ of the Township within three (3) years of receipt of college course reimbursement, the Employee shall refund to the Township 100% of the Township payments if the Employee leaves within twelve (12) months of receipt of a payment; 75% of Township payments if the Employee leaves within twenty-four (24) months of receipt of a payment; and 50% of the Township payments if the Employee leaves within thirty-six (36) months of receipt of a payment. The refunding of funds must be made in full to the Township within ninety (90) days of employment termination.

E. College Incentive Program

1. In addition to the base salary herein stated, all full-time active Police Officers shall receive Eighteen Dollars (\$18.00) per credit 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 1.

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.
4. Any Employee achieving a law degree in this program shall agree to serve the Township in the legal field for a mutually agreed period of time.
5. 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 benefit, except to Employees enrolled in Juris Doctor Degree (or its equivalent) or Ph.D. program prior to January 1, 1995.

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 lunch 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 and Business Administrator, or their designee.

B. It is agreed between the Union and the Township that all travel reimbursement approved by the Chief and the Business Administrator, or their designee, regarding use of Employee's automobile for Township business will be at the rate set by the Internal Revenue Service each year. 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, for up to four (4) days. "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.

ARTICLE XIII
UNIFORM REPLACEMENT

A. It shall be the practice of the Township to provide the following Police uniforms for a new Officer:

1. Shoes - two (2) pairs
2. Shirts - three (3) long sleeve and four (4) short sleeve
3. Pants - three (3) pairs
4. Hat - one (1) saucer and one (1) winter
5. Ties - two (2)
6. Body Armor - one (1)
7. Jackets - one (1) Spring and one (1) Winter

The officer shall have the option of purchasing a nylon jacket or the approved leather jacket. The difference in costs of the leather jacket will be borne by the Officer.

8. Raincoats - one (1)
9. Rubber Boots - one (1) pair.

B. Any Officer who has been assigned to the Detective Bureau for a period of five (5) years and is then transferred to a uniformed function will receive an initial uniform issue

which shall consist of items listed in Section A, above.

C. 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.

D. 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.

E. 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 his/her Lieutenant, 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 Lieutenant shall meet with the aggrieved Officer and attempt to adjust or resolve such grievance. The Lieutenant 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 may present the grievance to the Police Chief, in writing, within ten (10) days after the receipt of the decision of the Lieutenant. 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.

4. 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. 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.

5. 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 is incapacitated in the line of duty and unable to work because of that injury, the Officer shall be entitled to injury leave with full pay during the period in which he/she is unable to perform the Officer's duties, as certified by a physician designated by the Township, for up to one (1) year. Such payments shall be reduced by any other compensation replacement payments received, including workers compensation, disability benefits or pension.

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:

Pursuant to N.J.S.A. 11A:6-19.2, supplemental compensation for unused sick leave shall not be payable to any Officer for accumulated unused sick leave in an amount in excess of \$15,000. Supplemental compensation shall be payable only at the time of retirement from a state-administered or locally-administered retirement system based on the leave credited on the date of retirement. This provision shall only apply to Officers who commenced service with the Township on or after the effective date of N.J.S.A. 11A:6-19.2, which is August 21,

2010. For Officers hired on or before May 20, 2010, on cessation of employment with the Township of Rockaway, those employees with twenty-five (25) or more years of service with the Township of Rockaway shall receive full payment for all unused sick time. Those employees with less than twenty-five (25) years of service with the Township of Rockaway will be paid one-half (1/2) pay for unused sick time. These provisions are subject to the limitations of Paragraph "H" and "J" herein.

G. For Employees hired on or before May 20, 2010:

1. The Township agrees to continue deferred compensation plan wherein excessive sick time may be applied thereto or reimbursed to the Employee. An Employee may not sell back more than twenty-five (25) accumulated days per year. Employee must notify the Business Administrator, in writing, no later than November 1, of the prior year as to how many days will be sold back. Reimbursed accumulated time will be payable within ninety (90) days after final budget approval by the Rockaway Township Council.

2. A sick leave bank must be maintained by each Employee to receive benefits in "G.1." above. Said bank must contain a minimum of sixty (60) days.

H. Effective January 1, 1997, for Officers hired on or before May 20, 2010, such officers will 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.

I. Officers hired after January 1, 2015, shall not be compensated for unused sick time.

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, 1994, 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.

B. Pursuant to N.J.S.A. 11A:6-3, vacation days may not be carried over from one year to the next. However, vacation not taken in a given year because of business demands as determined by the Chief of Police and the Business Administrator shall accumulate and be granted during the next succeeding year only; except that vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Township until, pursuant to a plan established by the Township and approved by the Civil Service Commission, the leave is used or the Officer is compensated for that leave, which shall not be subject to collective negotiation or collective bargaining.

C. Vacation time will be granted with the approval of the Police Chief.

ARTICLE XVII
HOLIDAYS

A. Effective January 1, 2018, the members of the Department will be granted twelve (12) 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.

ARTICLE XVIII

HOSPITALIZATION AND MEDICAL BENEFITS

The Township shall continue to provide enrollment in the hospital and medical benefits program and the dental expense insurance presently in existence; and enrollment in a prescription eyeglass plan and a disability insurance plan. The Township's current prescription benefit plan shall be the plan provided through the State Health Benefits Plan. Employees share of premium costs shall be in accordance with New Jersey State Statutes, Chapter 78.

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 for Employees 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, and their spouse and/or dependents in accordance with New Jersey State Statutes, Chapter 78.

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 and Paragraph E herein.

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.

ARTICLE XX
SALARY DEDUCTIONS

A. The Township agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the PBA, in the amount to be advised by the PBA 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 PBA shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

C. The PBA will provide the necessary checkoff authorization form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials. The PBA 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 PBA to the Township.

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, (*i.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 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, 2022 to December 31, 2026. All salaries and wages (including overtime) stated herein to be applicable to calendar year 2022, shall be paid retroactive to January 1, 2022 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.

ARTICLE XXV

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.

ARTICLE XXVI

ACCUMULATED TIME PAYOUT

Any accumulated time which may be available upon separation from service shall be paid, upon mutual agreement, in up to three (3) payments over a period of up to eighteen (18) months following separation from active duty. Monies shall be held by the Township prior to distribution without interest paid to the separating Employee.

**ROCKAWAY TOWNSHIP
PBA LOCAL 287**

TOWNSHIP OF ROCKAWAY

By: Michael M. [Signature]
President

By: Rala Cozzarich [Signature]
Business Administrator

By: [Signature]

ATTEST:

ATTEST:
Allene Lombardo [Signature]

Dated: _____

Dated: 6/12/2024

APPENDIX A

OFFICERS WHO REMAIN ELIGIBLE FOR LONGEVITY

	<u>Per Annum Longevity Benefit</u>
Completion of 5 th Year to End of 10 th Year	\$1,250.00
Completion of 10 th Year to End of 15 th Year	\$1,650.00
Completion of 15 th Year to End of 20 th Year	\$2,150.00
Completion of 20 th Year and Each Year Thereafter	\$2,650.00

Michael Baeder
Kenneth Brock
Jerone Daniels
Edward Garcia
Clifton Gauthier
Sean George
Christopher Hamilton
Steven Hart
Michael Hatzimihalis
Timothy Kepler
Jeff LaMont
Marcie Greenberg
Nicholas Lyasko
Evelyn Matos
John McParland
Matthew Scherr
Thomas Takacs
Dean Testa
Joseph Udina

APPENDIX B

Rockaway Township will move the seven offers named below two steps on the anniversary date of hire in 2022 only.

Kevin Berdnik

Charles Foster

Andre Perkins

Chad Reilly

Ryan Jackson

Patrick McGlynn

Kyle Grawehr