

**AGREEMENT BETWEEN  
TOWNSHIP OF ROCKAWAY**

**AND**

**FRATERNAL ORDER OF POLICE  
LODGE 31 (SUPERIORS)**

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**JANUARY 1, 2015 THROUGH DECEMBER 31, 2017**

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**FOR ROCKAWAY TOWNSHIP:**

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**FOR FRATERNAL ORDER OF  
POLICE LODGE #31:**

**LOCCKE CORREIA  
& BUKOSKY  
24 Salem Street  
Hackensack, NJ 07601  
(201) 488-0880**

**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.

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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

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 or 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.

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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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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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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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 -13-

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**ARTICLE VI**

**SALARY**

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

**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.

**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.

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 1<sup>st</sup>. For Superior Officers these payments shall be included in base salary effective January 1, 1996, as follows:

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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**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 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 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<sup>th</sup>) 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.

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



**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

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 1<sup>st</sup> 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

**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 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

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

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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 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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**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 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 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.

**APPENDIX A**  
**LONGEVITY**

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