

S-13

AGREEMENT BETWEEN TOWNSHIP OF ROCKAWAY  
AND  
ROCKAWAY TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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ARTICLE I  
PREAMBLE

This agreement entered into this            day of            , 1992  
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

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

ARTICLE III

NEGOTIATION 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 of the membership before appending its signature to any agreement.

B. The Union shall submit its total contract proposals to the Township not later than March 1st of the calendar year in which this agreement expires, and such submission of proposals shall constitute the opening of formal negotiations. In the event the proposals are not received by the Township by the aforementioned date, then the current agreement shall continue in full force and effect for the ensuing year or until a new contract is consummated.

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 CLAUSE

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 effect 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 meetings 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.

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 working time.

D. One (1) delegate and 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 for his expenses up to an amount of \$200.00, 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 the convention to be attended. This paragraph D shall be construed as providing an express limitation of two (2) Superiors 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 appraise 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 shall 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 subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward 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 so requests, to consult with counsel and/or his 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 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 is a suspect or the target of a criminal investigation, he 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

<u>TITLE</u>	1/1/91 - <u>12/31/91</u>	1/1/92 - <u>12/31/92</u>	1/1/93 - <u>12/31/93</u>
<u>Lieutenant</u>	\$50,920	\$53,975	\$57,485
<u>Captain</u>	\$54,212	\$56,700-\$57,464	\$61,200

Lieutenants promoted to Captain in June 1992 will be compensated at the rate of \$56,700 per year effective July 1, 1992. Effective January 1, 1993, said officers will be paid at a rate of \$59,332 per year through June 30, 1993. Effective July 1, 1993, said officers will receive a salary of \$61,200 per year.

Sergeants promoted to Lieutenant in 1992 will be compensated at the Lieutenant annual rate in 1992. Effective January 1, 1993, said Lieutenants will be compensated at a rate of \$55,730 per year. Effective July 1, 1993, said Lieutenants will be compensated at a rate of \$57,485 per year.

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 office position will be compensated on a pro-rated basis.

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 a 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.

8. Since third-party work is on the police officer's own free time, the officer may only carry his authorized municipally-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 set at \$28.00 per hour, effective January 1, 1992 through December 31, 1992 and \$32.00 per hour effective January 1, 1993 through December 31, 1993 which shall be in accordance with Item 5, above. Should a third party contractor honor an hourly rate less than these values, the Township will not make up the difference.

11. The Township will charge an administrative fee to the requesting party.

12. The Chief of Police or his designee, shall allow an officer to engage in third-party work provided that the officer has had at least an eight (8) hour time lapse both prior to and after any eight (8) or twelve (12) hour shift of normal police work, a third-party assignment or any combination thereof.

13. Any additional expense that may arise due to an officer performing a non-police function while on a third-party work assignment shall be the sole responsibility of the employee

ARTICLE IX

LONGEVITY

A. In addition to base pay, the Employer agrees to pay longevity to employees covered by this Agreement as follows:

	1/1/91- 12/31/91	1/1/92- 12/31/92	1/1/93- 12/31/93
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After:

7 years' service	700	725	725
12 years' service	1,000	1,025	1,025
16 years' service	1,500	1,525	1,525

B. Each applicable payment shall be made in full by separate check at the time of the third payroll after January 1st.

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. The Township shall circulate for verification, a list of sworn Police Officers and their individual dates of hire a 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

EDUCATIONAL 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, or Masters' Degree in Police Science or Public Safety, Social Science (where Union can correlate as Police Science) Juris Doctor Degree (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 governmental source or any other source other than the individual employee.

A1. Out-of-State Schools - Township will consider attendance at 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 tuition 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; and

2) A receipted voucher for tuition costs indicating that it is payment for the specifically 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 police officers shall receive \$18.00 per credit earned through and including completion of Juris Doctor Degree (or its equivalent) or Ph.D. All college incentive payments 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 of the preceding January 1st.

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's 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 Degree or a Master's Degree or Juris Doctor Degree (or its equivalent) or Ph.D. or other related field as approved by the Administrator in order to gain the dollar remuneration benefit for 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.

ARTICLE XI

EXPENSE REIMBURSEMENT

A. Any employee who expends money legitimately as a part of his official duties will be reimbursed by approved voucher or petty cash for the money expended, provided that maximum reimbursement for dinner shall be \$10.00, for lunch shall be \$6.00, and for breakfast shall be \$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 at \$0.25 per mile. Employees may use their personal automobile only if a Township vehicle is unavailable or if inappropriate as agreed by the Chief of Police or his designee. 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

Employees shall be granted time off without deduction from 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, 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. Effective January 1, 1991, members of the Department covered by this Agreement will receive a clothing maintenance and clothing allowance as follows:

	<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
Maintenance	\$500.00	\$525.00	\$600.00
Allowance	800.00	850.00	875.00

Uniform allowance shall be paid by the third pay period of the year. Uniform maintenance will be paid by the twelfth (12th) pay period of the year.

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. 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 \$200.00 per incident per item.

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 or persons 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 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 the

receipt of the Police Chief's decision. Within seven (7) days after the Administrator receives such a notice, he shall arrange to meet with the aggrieved member of the Department and attempt to adjust or resolve such grievance. The Administrator shall render his decision, in writing, within ten (10) days after such meeting.

4. If such a grievance is not resolved to the satisfaction of the aggrieved member of the Department, he may within fifteen (15) days after receipt of the Administrator's decision, notify the Administrator in writing, that he 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 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 hearing promptly and shall issue his 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 the final statements and proof on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his 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 anyway 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 second and all subsequent years 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 shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a physician designated by the Township. Such payments shall be discontinued when an employee is placed on disability leave or pension, and reduced by any payment received by Workmen's Compensation.

D. REPORTING OF ABSENCE ON SICK LEAVE:

1. If an employee is absent for reasons that entitle him to sick leave, a superior shall be so notified prior to the employee's starting. Employees shall attempt to report such anticipated absence at least two (2) hours prior to the start of his 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 four (4) 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 normal duties and that his 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.

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

1. Upon cessation with the Township of Rockaway, every employee with less than 25 years service to the Township will be paid one-half (1/2) pay for unused sick time.

a. Upon cessation of employment with the Township of Rockaway, employees with twenty-five (25) or more years of service with the Township shall receive full payment for all unused sick time.

b. The Township agrees to a deferred compensation plan. In order to enroll in the Program, an employee must maintain a ninety (90) day sick leave bank. Thereafter, the employee may sell to the Township a maximum of twenty (20) days of which no more than five (5) days may be vacation days. The vacation days may not be sold back until all sick days above ninety (90) are used. Employee must notify the Business Administrator, in writing, no later than November 1st of prior year as to how many days will be sold back to the Township. Reimbursed sick/vacation time will be payable within thirty-five (35) days after final budget adoption by the Rockaway Township Council by cash payment to the employee or to the deferred compensation program.

ARTICLE XVI

VACATIONS

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 years, one (1) additional day for each year of service with a maximum of twenty (20) working days' vacation. Effective January 1, 1992, one 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.

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

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 eye glass plan and a disability insurance plan.

B. In the event enabling legislation is passed or improved State Blue Cross/Blue Shield Plan is adopted, this contract can be reopened to negotiate the hospital and medical benefits only.

C. Union agrees to a self-insured hospitalization, medical benefits and dental insurance plan supplies through the Morris County Joint Insurance Fund when available, provided that coverage under the Joint Insurance Program will be equal to or better than coverage currently in existence.

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 1 above is available through the Joint Insurance Fund, the Township agrees to continue to provide current coverage.

ARTICLE XIV

RETIREMENT AND INSURANCE

A. It is agreed by and between the parties that the presently existing pension coverage by the Police & 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. The Township will provide for the continuance of hospitalization, medical, surgical, major medical, health, life, 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 25 years or more of service with the Township or retired on a disability within a state-administered pension plan or any retirement covered in Chapter 88 Laws of 1974.

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.) 52:14-15.9 (e) as amended. The Township shall remit the dues deduction to 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.

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 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 and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township.

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, 1991 to December 31, 1993. All salaries and wages (including overtime) stated herein to be applicable to calendar year 1991, shall be paid retroactive to January 1, 1991, or to that date on which members of the Department shall have been employed, if later.

ARTICLE XXIV

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations during the term of this Agreement. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

MISCELLANEOUS PROVISIONS

A. COMPENSATORY TIME OFF:

Whenever a Federal, State, or local holiday has been declared which is not one 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.

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 provision 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.

By, Capt. William Stewart

By, Capt. J. J. Smith

TOWNSHIP OF ROCKAWAY

By, \_\_\_\_\_

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

DATED: \_\_\_\_\_