

AGREEMENT

BETWEEN

THE BOROUGH OF ROCKAWAY

AND

PBA LOCAL NO. 268

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____,
Two Thousand Ten.

BY AND BETWEEN:

THE BOROUGH OF ROCKAWAY, a Municipal Corporation of the State of New Jersey, having its principal office at One East Main Street, in the Borough of Rockaway, County of Morris and State of New Jersey, hereinafter designated as "Rockaway", the "Borough" or the "Municipality";

AND

P.B.A. LOCAL #268 of the Borough of Rockaway, in the County of Morris and State of New Jersey, hereinafter designated as "the P.B.A." or "the Representative".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the P.B.A. was and is recognized as the exclusive bargaining agent for the members of the Rockaway Borough Police Department, exclusive of the Chief of Police; and

WHEREAS, the Borough and the Representative have reached an Agreement and are desirous of reducing the same to writing covering certain of the terms and conditions governing employment, wages and other matters between the Borough and all of the members of the Rockaway Borough Police Department, exclusive of the Chief of Police;

NOW, THEREFORE, in consideration of the services performed by the members of the Rockaway Borough Police Department, exclusive of the Chief of Police, and the mutual covenants hereof, the parties hereto do covenant and agree as follows:

SECTION 1
TERM

The term of this Agreement shall be for the period of January 1, 2009 to December 31, 2012. If the parties have not executed a successor agreement by December 31, 2012, then this Agreement shall continue in full force and effect until a successor

agreement is executed. It is understood that should the formal approval and signing of this Agreement be not arrived at prior to January 1, 2009, all conditions applicable to this Agreement shall be retroactive to January 1, 2009.

SECTION 2
APPLICABILITY

The provisions of this Agreement shall apply only to fulltime Patrolmen and Sergeants of the Rockaway Borough Police Department.

SECTION 3
TERMS OF AGREEMENT

Police Officer ("Police Officer(s)" or "Officer(s)") is defined to include the grades of Patrolman, Senior Patrolman, Sergeant, and Detective.

The term of service needed to attain the status of Senior Patrolman shall be at the completion of sixty (60) months.

SECTION 4
SALARY

1. For that portion of the period of this Agreement beginning January 1, 2009, and ending December 31, 2012, the base salaries for all Officers employed by the Borough of Rockaway as of the effective date of this Agreement shall be as follows:

2009

	Salary Step	Mos. Time In Grade	Salary
(a) Senior Patrolman	Sr.Ptl.	over 60	\$84,668.52
(b) Sergeant	1	0-12	\$87,487.64
	2	13+	\$90,140.21

For the purpose of the salary guide effective January 1, 2009, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2009 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

2010

	Salary Step	Mos. Time In Grade	Salary
(a) Senior Patrolman	Sr.Pt.	over 60	\$87,843.59
(b) Sergeant	1	0-12	\$90,768.43
	2	13+	\$93,520.47

For the purpose of the salary guide effective January 1, 2010, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2010 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

2011

	Salary Step	Mos. Time In Grade	Salary
(a) Senior Patrolman	Sr. Ptl.	over 60	\$91,137.73
(b) Sergeant	1	0-12	\$94,172.25
	2	13+	\$97,027.49

For the purpose of the salary guide effective January 1, 2011, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2011 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

2012

	Salary Step	Mos. Time In Grade	Salary
(a) Senior Patrolman	Sr. Ptl.	over 60	\$94,646.53
(b) Sergeant	1	0-12	\$97,797.88
	2	13+	\$100,763.04

For the purpose of the salary guide effective January 1, 2012, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2012 and

for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

Notwithstanding the above, for any officer ascending to the level of Sergeant #1 in 2005-2008, the actual date of promotion shall be utilized as his anniversary date for 2005-2008.

Nothing herein should be construed as altering the anniversary dates for any other purposes, and unless stated to the contrary for all other purposes, date of commencement of employment will control.

For purposes of calculating hourly rates of pay, the above salaries shall be deemed paid based upon a work year of two thousand eighty (2080) hours.

2. The base salaries for all Officers hired by the Borough of Rockaway on or after January 1, 2005 shall be as follows:

2009

	Salary Step	Mos. Time In Grade	Salary
(a) Patrolman	Start	0-12	\$46,344.40
	1	13-24	\$52,137.45
	2	25-36	\$57,930.50
	3	37-48	\$63,723.55
	4	49-60	\$69,516.60
	5	61-72	\$75,309.64
(b) Senior Patrolman	Sr.	73-84	\$84,668.52
(c) Sergeant	1	0-12	\$87,487.64
	2	13+	\$90,140.21

For the purpose of the salary guide effective January 1, 2009, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2009 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

2010

	Salary Step	Mos. Time In Grade	Salary
(a) Patrolman	Start	0-12	\$48,082.31

	1	13-24	\$54,092.60
	2	25-36	\$60,102.89
	3	37-48	\$66,113.18
	4	49-60	\$72,123.47
	5	61-72	\$78,133.76
(b) Senior Patrolman	Sr.	73-84	\$87,843.59
(c) Sergeant	1	0-12	\$90,768.43
	2	13+	\$93,520.47

For the purpose of the salary guide effective January 1, 2010, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2010 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

2011

	Salary Step	Mos. Time In Grade	Salary
(a) Patrolman	Start	0-12	\$49,885.40
	1	13-24	\$56,121.07
	2	25-36	\$62,356.75
	3	37-48	\$68,592.42
	4	49-60	\$74,828.10
	5	61-72	\$81,063.77
(b) Senior Patrolman	Sr.	73-84	\$91,137.73
(c) Sergeant	1	0-12	\$94,172.25
	2	13+	\$97,027.49

For the purpose of the salary guide effective January 1, 2011, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2011 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

2012

	Salary Step	Mos. Time In Grade	Salary
(a) Patrolman	Start	0-12	\$51,805.99
	1	13-24	\$58,281.73
	2	25-36	\$64,757.48
	3	37-48	\$71,233.23
	4	49-60	\$77,708.98
	5	61-72	\$84,184.73
(b) Senior Patrolman	Sr.	73-84	\$94,646.53
(c) Sergeant	1	0-12	\$97,797.88
	2	13+	\$100,763.04

For the purpose of the salary guide effective January 1, 2012, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2012 and for the purpose of the salary guide above the anniversary step for step in grade shall be January 1 of each year during the application of this Agreement.

Notwithstanding the above, for any officer ascending to the level of Sergeant #1 in 2009-2012, the actual date of promotion shall be utilized as his anniversary date for 2009-2012.

Nothing herein should be construed as altering the anniversary dates for any other purposes, and unless stated to the contrary for all other purposes, date of commencement of employment will control.

For purposes of calculating hourly rates of pay, the above salaries shall be deemed paid based upon a work year of two thousand eighty (2080) hours.

SECTION 5
LONGEVITY

Longevity pay, based on a percentage of the base salary specified in Section 4 of this Agreement, shall be paid to Police Officers in accordance with the following schedule:

1. Up to the completion of five (5) years full service for the

Borough:

0% of the base salary specified in Section 4.

2. After the completion of five (5) years full service and up to the completion of ten (10) years full service for the Borough:

2% of base salary specified in Section 4.

3. After completion of ten (10) years full service and up to the completion of fifteen (15) full years service for the Borough:

3% of base salary specified in Section 4.

4. After completion of fifteen (15) years of full service and up to the completion of twenty (20) years full service for the Borough:

4% of base salary specified in Section 4.

5. After the completion of twenty (20) years of full service and up to the completion of twenty-five (25) years full service for the Borough:

5% of base salary specified in Section 4.

6. After the completion of twenty-five (25) years full service for the Borough:

6% of base salary specified in Section 4.

NOTE: For the purpose of this section the anniversary date of employment shall be used in the calculation of the number of years of service.

SECTION 6 EDUCATIONAL BENEFITS

1. During the term of this Agreement, Officers covered by this Agreement shall, in addition to other benefits herein provided, receive the following additional college incentive sums for the years 2009 through and including 2012. Any employee hired on or after January 1, 2009 shall not be afforded a college incentive stipend.

a. No dollars per annum for credit for one through twenty-nine credits;

b. \$450.00 per annum for credits earned for thirty (30) credits through sixty-six (66) credits;

c. \$650.00 per annum for sixty-seven (67) credits of an Associate in Arts degree ("A.A.") through eighty-nine (89) credits;

d. \$850.00 per annum for ninety (90) credits through one hundred nineteen (119) credits;

e. \$1,050.00 per annum for all credits in excess of one hundred twenty (120) credits or for obtainment of a Bachelor of Science degree ("B.S."), Bachelor of Arts degree ("B.A."), or Master of Science degree ("M.S.").

2. Conditions:

a. All credits must be earned as a matriculated student in the field of law enforcement or in approved courses for an Associate in Arts degree or Bachelors degree in police science or for a Masters degree in police science, administrative science or public administration.

b. Credits shall be given for those courses of which a passing grade or better or its equivalent is received.

c. All increments provided above shall be paid on December 1 of the year the credits are earned or the next following pay day.

3. Reimbursement:

a. Officers shall also be entitled to and shall receive full reimbursement for the cost of books required by and as a result of the Officer's matriculation in an approved police science, administrative science, or public administrative program provided evidence of successful completion of said course is submitted to the Chief of Police and approved by the Borough and further provided that the Officer is in full compliance with the other subsections of this Section.

b. Officers shall also be entitled to reimbursement of tuition (tuition costs are based on Rutgers, the state university rates) costs actually paid to the institution from which credits are earned in accordance with all of the provisions of this Section. In the event any Police Officer shall receive payment from a tuition grant or from any other source, the reimbursement shall be reduced by the amount of tuition received from such other source. Reimbursement of tuition costs is hereby deemed to be

conditioned upon compliance with all of the terms and conditions of this Section.

(1) All new hires on or after January 1, 2009 shall be entitled to reimbursement of six (6) college credits per year.

(2) All officers hired before January 1, 2009 shall be entitled to reimbursement nine (9) college credits per year.

4. Reimbursement for books or tuition as provided for in this section shall be made by the Borough provided there is compliance with the following procedures:

a. The Police Chief and the Borough shall receive a certificate from the educational institution setting forth the title of the course taken, the grades achieved, and indicating that a certain number of credits have been awarded to the Police Officer for the successful completion of the course.

b. A voucher shall be prepared and presented to the Chief of Police indicating the amount of the tuition, the course for which said tuition is being charged and the name and address of the institution in which the course is to be given. Appended to said voucher shall be a certification of the Officer that the Officer has not received any reimbursement of the tuition cost from any other source or, in the alternative, setting forth the amount or amounts of the tuition received from the source or sources.

c. A voucher shall be prepared and presented to the Chief of Police indicating the amount of any books purchased which were required in connection with an approved course as herein defined. Appended to such voucher shall be a certificate by the Officer that the book or books were in fact required as a condition for the successful completion of said course.

5. The above vouchers and certificates must be certified by the Chief of Police as being in compliance with this subsection and when approved by him, shall be forwarded to the appropriate committee of the Mayor and Council of the Borough of Rockaway for countersignature and payment.

SECTION 7 EDUCATIONAL INCENTIVE PROGRAM

The parties hereto acknowledge that there are or may be applicants for positions in the Police Department of the Borough,

or members of the Borough Police Department who are presently in possession of an Associate in Arts Degree, Bachelor of Arts Degree or Bachelor of Science Degree or a Masters degree in Police Science, Administrative Science or Public Administration or have taken courses which are given recognition in the obtaining of a degree in Police Science, Administrative Science or Public Administration. Accordingly, it is hereby agreed that credits which have previously been earned by any person, whether he be presently a member of the Police Department or whether he be hired in the future, shall be effective in determining his rights to receive the Educational Incentive Increments provided under this Agreement. As a condition precedent to receiving the Educational Incentive Increments, the Officer shall provide the Borough with the following (Any employee hired on or after January 1, 2009 shall not be afforded a college incentive increment.):

1. Proof by letter or certification from the institution which administered the course indicating successful compliance with a completion of the course in accordance with the provisions of this Agreement.

2. Proof by letter or certification from any accredited college, university, junior college or county college, which offers Associate, Bachelor, or Masters degrees in Police Science, Administrative Science or Public Administration stating that such credits, irrespective of the institution where they were earned, have been accepted and have been applied by them toward the attainment of an Associate Degree, Bachelor Degree or Masters Degree in Police Science, Administrative Science or Public Administration and such person, has in fact, matriculated into a Police Science, Administrative Science or Public Administration Program seeking an Associate, Bachelor, or Masters Degree in Police Science, Administrative Science or Public Administration.

Any person who has secured an Associates Degree, Bachelor Degree or Masters Degree in Police Science, Administrative Science or Public Administration from an accredited college or university shall immediately become entitled to those increments upon proof of the degrees, provided, however, that in the event a new employee enters the Police Department, the provisions of Section 6, Paragraph 1 shall not apply until said employee shall have completed one year employment in the Police Department.

3. It is expressly understood that with respect to the increments provided in this Agreement, a new employee entering the Police Department shall not be eligible for Educational Benefits until said employee shall have completed one year employment with the Police Department. For the purpose of this provision, the anniversary date of employment shall prevail.

4. It is understood that the purpose of the Educational Increment provided in this Agreement is intended to provide an incentive for the continued education of Police Officers. Accordingly, the following provisions shall apply should there occur an unjustified interruption in the educational program:

a. A Police Officer having received the increment at thirty (30) credit level shall be required thereafter to take at least three (3) credits (or one course) per calendar year thereafter until he shall have attained sixty-seven (67) credits (or an A.A. Degree). Should he fail to do so for any calendar year without excuse or just cause, the increment for that calendar year shall be forfeited until he shall have re-enrolled in a recognized college course.

b. After having attained sixty-seven (67) credits (or an A.A. Degree), a Police Officer may cease the educational program without penalty or forfeiture of that increment.

c. After the attainment of sixty-seven (67) credits (or an A.A. Degree) or more, the Officer may elect to continue in the educational program, but in no event shall the Officer incur penalty or forfeiture should he fail to continue for any reason.

d. A Police Officer having received an increment at the ninety (90) credit level shall be required to take at least three (3) credits (or one course) per calendar year thereafter until he shall have attained 120 credits (or a B.S. or B.A. Degree). Should he fail to do so for any calendar year without excuse or just cause he shall forfeit his increment earned to the sixty-seven (67) credit level (or A.A. Degree level). Such increment shall be reinstated only when he shall have re-enrolled in a recognized educational program earning at least three (3) credits toward a B.S. or B.A. Degree.

5. In any event an Officer may cease his education after earning 120 credits (or a B.S. or B.A. Degree) without any penalty or forfeiture of any kind.

6. The following shall be considered sufficient or just cause in the educational incentive program for interruption or termination of the educational incentive program by an employee of his participation:

a. Sickness: Causing the Police Officer to be unable to attend classes.

b. Accident: Causing the Police Officer to be unable

to attend classes.

c. Leave of absence: From the Police Department approved in the normal course.

d. For any good cause shown when recommended by the Chief of Police and finally approved by the Borough Council whether granted before or after the fact.

It is further understood that in any of the cases above, upon reimbursement to active duty or recovery from sickness or accident, in order to requalify for the Educational Incentive Program, the Police Officer must continue in the course or courses toward approved degrees within a reasonable time of reinstatement or recovery if courses are available for enrollment at said time.

7. Educational increments paid pursuant to the Educational Incentive Program shall not be included in salary for the purpose of calculating longevity payments; but, nevertheless, shall be considered as income for taxation purposes.

SECTION 8 SPECIAL DUTY PREMIUM

Those Police Officers assigned to the Detective Bureau shall receive an additional stipend of \$1,500.00 for the term of this Agreement.

SECTION 9 CALL OUT TIME

1. In the event any Police Officer is called to duty for any purpose where his response or presence is mandatory, excepting appearances required in Court, the Borough agrees to pay said Officer for such call out time an amount equal to the rate of one and one half times the hourly standard rate of pay for said Officer. Such call out time shall include travel time to and from the destination or location where the said Officer's presence is required, but in no event shall the Borough pay the Officer less than three (3) hours pay for such call out time regardless of whether the Officer shall work for less than three (3) hours. A Police Officer may be called out at the discretion of the superior officers in charge for the following reasons (but not be limited to): administration of the breath test; administration of any chemical test to determine whether an individual is under the influence of alcohol, narcotic or any other chemical substance; a fatality investigation; or the like.

2. Any Police Officer assigned to an outside detail (third party) shall be entitled to a minimum of four (4) hours pay at an amount equal to the rate of one and one half times the hourly standard rate of pay for said Officer. If said outside detail is cancelled, said Police Officer shall be notified by the Chief of Police or Duty Officer within two (2) hours of the starting time of the detail, or if not so notified, the Police Officer will be entitled to the four (4) hours pay.

SECTION 10
COURT TIME COMPENSATION: MEALS AND TRAVEL

1. Other than during the Police Officer's regular shift, all appearances in municipal or county courts or in any other courts, including juvenile conference hearings, arising out of the performance of their jobs, will be compensated at the rate of one and one-half times the Police Officer's hourly standard rate, but the Police Officer shall receive a minimum compensation of three (3) hours.

2. For the term of this Agreement, a Police Officer shall be entitled to receive up to \$6.00 for breakfast, \$8.00 for lunch and \$10.00 for dinner reimbursement on monies spent for these meals while attending police business other than routine regular shift duties beyond the municipal border of the Borough of Rockaway. In order to receive reimbursement, the Police Officer must present to the Chief of Police a receipt for monies paid by the Officer for food and beverage.

3. For the term of this Agreement, Officers shall be entitled to reimbursement for the use of their own personal motor vehicle when traveling out of the Borough of Rockaway on police business other than routine regular shift duties. The mileage shall be computed from the police station in the Borough of Rockaway to the final destination and the reimbursement shall be at the rate of \$.345 per mile, plus parking and tolls. In order to receive reimbursement, the Officer shall present the Chief of Police with a statement of the number of miles traveled by the Officer in his personal vehicle and the parking fees and tolls incurred.

4. If a civil non-court appearance of a Police Officer is required by subpoena and if the appearance cannot be accomplished while on duty, the Officer shall be compensated at the rate of one and one-half times the Officer's hourly standard rate, for the time spent testifying, excluding travel time.

5. Time spent in Court appearances during the Officers regular shift shall not be reimbursed at one and one-half times the hourly standard, but shall be paid at the standard hourly rate.

SECTION 11
WORK PERIOD AND SCHEDULE

1. The Chief of Police shall establish the work period(s) for all Police Officers and shall also set the work schedule(s) in accordance with Police Department policy.

2. The new 28 day schedule shall be posted on the 16th day of the current 28 day schedule.

SECTION 12
PERSONAL LEAVE DAYS AND CLOTHING ALLOWANCE POLICY

1. Policy with regard to personal leave days:

a. Each Police Officer shall be entitled to eight (8) hours of personal leave time during each calendar year. In addition, the Mayor and Council may, by Resolution, authorize additional Personal Leave Hours (as defined herein) in any calendar year should circumstances warrant the granting of such additional hours. For the purpose of this Section, "Personal Leave Hours" shall be defined as time off from the Police Officer's regular duties necessitated by a valid personal reason which requires the Officer to conduct personal business during regular working hours not otherwise available outside of vacation or sick leave.

b. Due to the daily emergent nature of a Police Officer's duties, officers must clear the date to utilize Personal Leave Hours with the Chief of Police. Therefore, with the exception of emergency situations occurring within the Police Officer's family, the request for personal leave days shall be made to the Chief of Police at least forty-eight (48) hours prior to the time when the Officer wishes to take the Personal Leave Hours. The Chief shall not unreasonably withhold approval provided no corresponding emergency exists within the Police Department.

2. Uniform, Clothing, Equipment and Maintenance Allowance:

a. Commencing with January 1, 2009 and ending December 31, 2012 all Police Officers of the Borough of Rockaway shall be entitled to a uniform, clothing, and equipment allowance as follows:

<u>Year</u>	<u>Allowance</u>
2009	\$700.00
2010	\$772.92*
2011	\$950.00
2012	\$950.00

*Effective June 2010 increased \$125.00, which is prorated and not retroactive for 2010.

Any newly hired Police Officer shall not during the term of the Agreement be entitled to said allowance until the Police Officer shall have served for one full year with the Police Department of the Borough of Rockaway. Uniform, clothing and equipment shall be chosen from a list of authorized uniform, clothing and equipment prepared by the Chief of Police for the department and the said allowance may be only utilized toward the purchase of those items. It is further understood that any items of uniform, clothing or equipment purchased by any Police Officer shall continue to be the property of the Borough of Rockaway and shall be surrendered upon the Police Officer's resignation or retirement from the Police Department.

b. In addition to the Police Officers' uniform, clothing, equipment and maintenance allowance, all Police Officers who serve shall be entitled to an annual maintenance allowance as follows:

<u>Year</u>	<u>Allowance</u>
2009	\$475.00
2010	\$547.92*
2011	\$725.00
2012	\$725.00

*Effective June 2010 increased \$125.00, which is prorated and not retroactive for 2010.

Said allowance shall be paid on or before April 15 for the entire calendar year. Should any Police Officer leave the employment of the Borough during the term of this Agreement, a pro-rated portion of the annual maintenance allowance shall be returned to the Borough.

c. Police Officers entitled to receive a uniform allowance under this Agreement shall be paid said allowance on or before June 20th of the respective calendar year. Should the employment of any Police Officer be terminated prior to the end of the respective calendar year, the Officer shall repay to the Borough, pro rata, that portion of the allowance advanced to the Officer. The Officer authorizes the Borough to deduct such amount due the Borough from any compensation which may be due the Officer upon termination of employment.

d. All damages to the uniform and equipment of any Police Officer incurred in the line of duty shall be reimbursed by the Borough.

SECTION 13 HOLIDAYS

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

2. The Borough of Rockaway agrees to give the Police Officers the following thirteen (13) Holidays:

- (a) January 1st.
- (b) Martin Luther King's Birthday.
- (c) Presidents' Day.
- (d) Good Friday.
- (e) Memorial Day.
- (f) July 4th.
- (g) Labor Day.
- (h) Columbus Day.
- (i) November 11th.
- (j) Thanksgiving Day.
- (k) December 25th.
- (l) Two additional holidays as specified by the Mayor and Council.

Additional Holiday(s) to the above shall be granted under this Agreement, if such Holiday is declared by action and approval of the Mayor and Council of the Borough of Rockaway and made applicable to all Borough employees by ordinance or by act or decree of the Mayor and Council. In the event such additional Holiday is declared by reason of a declared State of Emergency, inclement weather or any other emergency where the Mayor and

Council deem the presence of the Police necessary for public safety, such day shall not be deemed a Holiday or a paid day off.

For the purpose of this Section 13, one (1) paid day off shall be deemed an eight (8) hour day.

3. In the event a Police Officer is working on a paid Holiday, the Police Officer shall be compensated at the rate of two (2) times his hourly standard pay in addition to his regular hourly pay for that part of his shift that falls on said Holiday.

If the Holiday falls on the Officer's scheduled day off or if the Officer is not working on a Holiday due to circumstances referenced in Sections 14, 15 or 16 below, then the Officer shall be entitled to take the Holiday at a later time, subject to the scheduling of the Chief of Police.

SECTION 14 SICK LEAVE

1. Each Police Officer shall be entitled to compensable sick leave of ninety-six (96) hours per calendar year, and sick leave may be accumulated, but there shall be no accumulation greater than eight hundred (800) hours, and all hours in excess of eight hundred (800) hours shall be cancelled with no compensatory income or compensatory time off to be received for such excess.

2. In order to qualify for pay under the provisions of this Agreement on account of illness or disability, the Police Officer shall, in accordance with existing ordinances, comply with all requirements for other employees of the Borough of Rockaway as set forth below:

- a. **SCHEDULE:** Eight (8) hours for each month of service up to a maximum accrual of eight hundred (800) hours.
- b. **ELIGIBILITY:** Personal illness, physical incapacitation or enforced quarantine of the Police Officer or a member of the Police Officer's immediate family (as defined in Section 16 herein) shall enable the Police Officer to have up to three (3) days off.
- c. **TAKING LEAVE IN ADVANCE:** Whenever illness or disability circumstances require and upon the Chief of Police or duly assigned officer's notification to the Borough Clerk, sick leave may be taken in advance of accrual credit up to a maximum of two (2) weeks, provided that any Police Officer who has been granted such advance sick

leave shall reimburse the Municipality for all such salary and wages paid in connection with such advanced sick leave not accrued and credited up to the time of leaving the employment of the Police Department.

- d. **ACCIDENTS:** In addition to coverage under Section 61-64 of the Rockaway Code, compensation to continue in the event that an Officer sustains an accident or injury while on the job which causes him to lose time from municipal employment, the Officer may continue to receive wages from the municipality for a period of convalescence not to exceed ninety (90) days according to the following conditions:
 - (i) The accident or injury can be established to a direct job relationship.
 - (ii) The Officer submits a doctor's certificate for a period of confinement of less than two (2) weeks or the Officer qualifies for Workmen's Compensation.
- e. **COMPENSATION FOR UNUSED SICK TIME:** An Officer may elect to be compensated at the end of a calendar year for one half (1/2) of any sick time accrued during that year on the basis of one third (1/3) the pay received by that Officer for each day of service.
- f. **COMPENSATION FOR UNUSED SICK TIME UPON RETIREMENT:** Upon retirement, an Officer shall be compensated for any unused sick time to a maximum accrual of eight hundred (800) hours on the basis of one third (1/3) the pay received by that Officer for each day of service.

SECTION 15
VACATION AND ELIGIBILITY SCHEDULE

1. Annual vacations with pay are authorized on the following basis: During the calendar year in which the Police Officer is hired, after the initial six (6) months of employment, one (1) day of vacation for each month of completed service up to a maximum of five (5) days.

2. After the completion of one (1) year of service, annual vacation days shall be accrued as follows:

YEARS OF SERVICE	NUMBER OF VACATION DAYS
1 through 3	10
4 through 6	12

7 through 9	14
10 through 13	16
14 through 17	18
18 through 21	20
22 through 25	22
26 or more	25

3. Two (2) work weeks of vacation is the maximum that can be taken consecutively, except that the Police Officer's supervisor may authorize, in writing, submitted to the Borough Clerk, the consecutive taking of additional earned vacation when the work of the Borough will not be hampered or delayed thereby.

4. The vacation time provided in Paragraph 2 above, shall be accrued monthly on a prorated basis beginning on January 1 of each calendar year. Vacation time shall be credited to the Police Officer's account on the first day of each month. Full credit will be given for the month if at least one (1) day is worked during that month.

5. If an official holiday occurs during an Officer's authorized vacation, he shall be entitled to use such vacation day at a later time.

6. An Officer who terminates employment with the Police Department shall be paid for all accrued, credited and unused vacation time at the Officer's regular straight time rate of pay in effect on the day of termination.

7. All vacation time taken by the Officer, but not earned as provided in this Agreement, shall be reimbursed to the Borough upon the Officer leaving the employ of the Police Department from any salary or wages due to the Officer. In the event that no salary or wages are due at the time of termination of employment, the Officer shall make other arrangements for the payment of reimbursement to the Borough for the use of unearned vacation time.

8. All vacation time must be used in the current year and cannot be accumulated, unless the Officer becomes ill or injured, preventing the Officer from using such vacation time, in which the Officer will use the accumulated vacation time at his earliest possible convenience.

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

10. A "vacation day" shall be deemed as eight (8) hours.

SECTION 16 FUNERAL LEAVE

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

- Spouse
- Child or Step Child
- Grandchild
- Parent or Step-Parent
- Grandparent of the Officer
- Mother-in-law
- Father-in-law
- Brother
- Sister
- Brother or sister of the Officer's spouse

SECTION 17 OVERTIME

All Police Officers who are required to work beyond the shift established by the Chief of Police for such Officer or who works more than twelve (12) hours in a twenty-four (24) hour period, shall be entitled to receive "overtime" compensation, which for the purpose of this Agreement shall be deemed to mean one and one half times the Officers established rate of pay. For the purpose of this Section 17, established rate of pay shall include the longevity pay due the Officer under Section 5 of this Agreement. The Chief of Police shall establish the "work period" in accordance with Section 11 of this Agreement which work period shall be used in calculating the number of overtime hours worked.

SECTION 18 SAFETY CONDITIONS

The Borough and the P.B.A. recognize the safety of the Police Officers is of the utmost importance in the proper conduct of their duties and the preservation of the peace and order of the community. Therefore, it is agreed between the parties that the

Borough shall provide a shotgun and cage or preventative barrier for use in each police vehicle.

SECTION 19
MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon, and invested in it, prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limitation of the following rights:

a. The executive management and administrative control of the Borough Government and its property and facilities for the activities of its employees.

b. To hire or employ and subject to the provisions of law to determine the qualifications and conditions for continued employment or assignment and to promote and transfer employees.

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

2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under any regional, state, county, or local law or ordinance, rule or regulation.

SECTION 20
RIGHTS AND RESTRICTIONS UNDER BOROUGH CODE

It is expressly understood and agreed that the provisions of existing ordinances, salary guides, resolutions or agreements which may affect salary, employment policies, vacations, income, health and accident benefits, and retirement benefits to the extent that the same are consistent with the benefits conferred by this Agreement shall be in addition to the benefits conferred by this Agreement, including but not limited to, longevity schedules, merit raises and other increments and benefits at their existing rate. For purposes of this Agreement, however, the use of the term "day" in all such ordinances, salary guides, resolutions or agreements shall be deemed to mean eight (8) hours except for funeral leave days which are defined in Section 16.

SECTION 21
GRIEVANCE PROCEDURE

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

For the purpose of this Agreement, the term "grievance" shall mean any complaint, difference or dispute between the Borough of Rockaway and any Police Officer with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any rule or regulation of the Police Department.

The procedures for settlement of grievances shall be as follows:

1. Step One: In the event an Officer covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved, the Officer shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within five (5) calendar days after the grievance is first presented to him.

2. Step Two: If no satisfactory resolution of the grievance is reached at Step One, then within five (5) calendar days, the grievance shall be presented in writing to the Chief of Police. The Chief of Police shall render a decision within five (5) calendar days after the grievance was first presented to him. In the absence of the Chief of Police, the grievance shall be presented to the next ranking officer in charge of the Department for determination.

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

4. Arbitration:

a. If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days

following the final determination of the appeal provided in Step Three, the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be born equally by the parties.

b. The arbitrator shall have no authority to change this Agreement, but shall decide the grievance on the merits.

c. Officers covered by this Agreement shall have the right to process their own grievance, with or without a P.B.A. representative, or may select a representative of their own choosing.

d. Nothing herein shall prevent the parties from mutually agreeing to extend or limit the time provided for processing the grievance at any step in the Grievance Procedure. A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

SECTION 22 SEPARABILITY AND SAVINGS

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

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

SECTION 23 HEALTH BENEFITS

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

2. Effective immediately all police officers shall contribute towards health benefits in accordance with New Jersey

P.L. 2010, c. 2, codified at N.J.S.A. 40A:10-21(b).

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

SECTION 24
FULLY BARGAINED CLAUSE

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

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

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

ATTEST:

BOROUGH OF ROCKAWAY

Name:

By: _____
Russell Greuter, Mayor

P.B.A. LOCAL #268

Name:

By: _____
Name:
Title:

Name:

By: _____
Name:
Title: