

File #
~~Contract~~
Police

AGREEMENT

THIS AGREEMENT, made this 10th day of October, Two Thousand and Two.

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" or "the Borough";

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".

WITNESSETH:

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, 2002 to December 31, 2004. If the parties have not executed a successor agreement by December 31, 2004, 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, 2002, all conditions applicable to this Agreement shall be retroactive to January 1, 2002.

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 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

For that portion of the period of this Agreement beginning January 1, 2002, and ending December 31, 2002, the base salaries shall be as follows:

2002

	<u>Salary</u>	<u>Mos.</u>	<u>Time</u>	
	<u>Step</u>		<u>In Grade</u>	<u>Salary</u>
(a) Patrolman	Start		0-12	\$40,628.00
	1		13-24	\$43,275.00
	2		25-36	\$45,384.00
	3		37-48	\$47,492.00
	4		49-60	\$53,308.00
(b) Senior Patrolman	Sr.		Over 60	\$65,437.00
(c) Sergeant	1		0-12	\$67,617.00
	2		13+	\$69,666.00

For the purpose of the salary guide, effective January 1, 2002, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2002 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.

2003

	<u>Salary</u>	<u>Mos.</u>	<u>Time</u>	
	<u>Step</u>		<u>In Grade</u>	<u>Salary</u>
(a) Patrolman	Start		0-12	\$42,151.00
	1		13-24	\$44,897.00
	2		25-36	\$47,086.00
	3		37-48	\$49,273.00
	4		49-60	\$55,307.00
(b) Senior Patrolman	Sr.		Over 60	\$67,891.00
(c) Sergeant	1		0-12	\$70,152.00
	2		13+	\$72,278.00

For the purpose of the salary guide, effective January 1, 2003, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2002 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.

2004

	<u>Salary</u> <u>Step</u>	<u>Mos. Time</u> <u>In Grade</u>	<u>Salary</u>
(a) Patrolman	Start	0-12	\$43,627.00
	1	13-24	\$46,469.00
	2	25-36	\$48,734.00
	3	37-48	\$50,998.00
	4	49-60	\$57,243.00
(b) Senior Patrolman	Sr.	Over 60	\$70,267.00
(c) Sergeant	1	0-12	\$72,607.00
	2	13+	\$74,808.00

For the purpose of the salary guide, effective January 1, 2004, each Police Officer shall be considered in the next highest step he would have normally moved into during the calendar year 2003 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 2002-2004, the actual date of promotion shall be utilized as his anniversary date for 2002-2004.

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, Patrolmen and Sergeants covered by this Agreement shall, in addition to other benefits herein provided, receive the following additional college incentive sums for the years 2002 through and including 2004:

- 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 Arts Degree 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 B.S., B.A., or M.S. degree.

2. Conditions:

- a. All credits must be earned as a matriculated student in the field of law enforcement or in approved courses for a degree in police science as an Associate Degree, Bachelor's Degree.
- 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. Full Reimbursement:

- a. Patrolmen and Sergeants shall also be entitled to and shall receive full reimbursement for the cost of books required by and as a result of his matriculation in an approved law enforcement 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 Patrolman and/or Sergeant is in full compliance with the other subsections of this Section.

b. Patrolmen and Sergeants shall also be entitled to full reimbursement of tuition 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.

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 policeman 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 the said voucher shall be a certification of the policeman that the policeman 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 policeman 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 Associates Arts Degree, Bachelor of Arts Degree or Bachelor of Science Degree or a Graduate degree in Police Science for courses which are given recognition in the obtaining of a degree in Police Science. 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 police officers shall provide the Borough with the following:

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 Graduate degrees in Police Science, 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 Graduate Degree in Police Science, and such person, have in fact, matriculated into a Police Science Program seeking the Associate, Bachelor, or Graduate Degree in Police Science.

Any person who has secured a Graduate Degree, Bachelor Degree or an Associate Degree in Police Science 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 years 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), an employee may cease educational without penalty or forfeiture of that increment.

c. After the attainment of sixty-seven (67) credits (or an A.A. Degree) or more, he may elect to continue in the educational program, but in no event shall he 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 college course earning at least three (3) credits toward a B.S. or B.A. Degree.

5. In any event an employee 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 Force 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 Patrolmen and Sergeants assigned to the Detective Bureau shall receive an additional stipend of \$1,200.00 for the term of this Agreement.

SECTION 9 CALL OUT TIME

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 breathalyzer 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.

SECTION 10 COURT TIME COMPENSATION: MEALS AND TRAVEL

1. Other than during the patrolman's or sergeant'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 Policemen must present to the Chief of Police a receipt for monies paid by the Patrolman or Sergeant for food and beverage.

3. For the term of this Agreement, Patrolman or Sergeants 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, Patrolmen or Sergeants shall present the Chief of Police with a statement of the number of miles traveled by the Patrolman or Sergeant in his personal vehicle and the parking fees and tolls incurred.

4. If civil non-court appearances of police officers are required by subpoena and if the appearances 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 WORK SCHEDULE

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.

SECTION 12
PERSONAL LEAVE DAYS AND CLOTHING ALLOWANCE POLICY

1. Policy with regard to personal leave days:

a. P.B.A. and the Borough agree that with regard to personal leave days the benefits provided to other employees of the Borough shall be granted to all police officers. However, the parties recognize that because of the daily emergent nature of a policeman's duties, police officers must clear the date to utilize personal leave days with the Chief of Police. Therefore, the parties agree that 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 policeman wishes to take the personal leave. The Chief shall not unreasonably withhold approval provided no corresponding emergency exists within the police department. For purposes of this agreement one personal leave day shall be deemed eight (8) hours.

2. Uniform, Clothing, Equipment and Maintenance Allowance:

a. Commencing with January 1, 2002 and ending December 31, 2004 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>
2002	\$700:00
2003	\$700.00
2004	\$700.00

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 Force 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 Force.

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>
2002	\$475.00
2003	\$475.00
2004	\$475.00

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 contract 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 Patrolman and Sergeant shall be entitled to one hundred and four (104) off-duty hours per annum during the term of this Agreement, which shall be the equivalent and accountable as holidays. The off-duty time for holidays shall be in accordance with a

schedule approved by the Borough Council and given to the member of the Police Department.

2. In addition, the Borough of Rockaway agrees to give the Police Officers any holiday which is given to other Rockaway Borough employees as a result of an Act of the President of the United States, the Congress of the United States, the Governor of the State of New Jersey, the Legislature of the State of New Jersey, or the Mayor and Council of the Borough of Rockaway. No such additional holiday shall be given unless such holiday is granted by action and approval of the Mayor and Council of the Borough of Rockaway. For purposes of this agreement, however, one holiday shall be deemed eight (8) hours.

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 he chooses not to take the holiday hours at a later time; or shall be entitled, subject to scheduling with the Chief of Police, to take the holiday hours at a later time during the term of this contract.

SECTION 14 SICK LEAVE

1. Each Patrolman and Sergeant 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. All provisions of Ordinance Number 7-84 enacted by the Rockaway Borough Governing Body on March 8, 1984, are incorporated herein by reference as the same may from time to time be modified by the terms of this agreement.

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

SECTION 15 VACATION AND ELIGIBILITY SCHEDULE

Police Officers shall be entitled to the same benefits as provided other employees of

the Borough in accordance with the provisions of the existing ordinances. For purposes of this agreement, however, any reference to "day" in such ordinances shall be deemed eight hours and a vacation day shall be deemed eight hours.

SECTION 16 FUNERAL LEAVE

Police Officers will be entitled to the same benefits as provided other employees of the Borough in accordance with the provisions of existing ordinances. For purposes of this agreement, however, the use of the term "day" in connection with any leave of absence provided for in such ordinances shall be deemed to mean a 24 hour calendar day (12:00 midnight to 11:59 p.m.).

SECTION 17 OVERTIME

Except as modified by this Section 17, Police Officers will be entitled to the same benefits as provided other employees of the Borough in accordance with the provisions of existing ordinances. Notwithstanding such provisions, if a Police Officer is required to work beyond the shift established by the Chief of Police for such Officer, the Officer 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 overtime 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 Constitutions 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 Association.

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 Department.

The procedures for settlement of grievances shall be as follows:

1. Step One: In the event any employee covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved, the employee 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. Employees 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 SEVERABILITY AND SAVINGS

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 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.

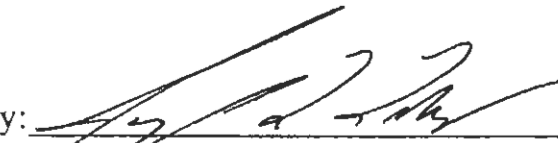
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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

Sheila Seifert
Sheila Seifert, Acting Clerk

By: 
JOSEPH L. LEBAR, Mayor

P.B.A. LOCAL #268

By: 
President Christopher Richardson

By: 
Delegate Michael Rettino

P.B.A. LOCAL #268 & ROCKAWAY BOROUGH
2002-2003-2004 CONTRACT

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