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A G R E E M E N T

Between

BOROUGH OF RINGWOOD

PASSAIC COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT

ASSOCIATION, RINGWOOD, LOCAL NO. 247

January 1, 2002 through December 31, 2004

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT made and entered into on this _____ day of _____, 2001, by and between the **BOROUGH OF RINGWOOD**, in the County of Passaic, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" and **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, RINGWOOD, LOCAL NO. 247**, hereinafter referred to as the "PBA", is designed to maintain and promote a harmonious relationship between the Borough and such of its Employees who are covered by **Article I, Recognition**, in order that more efficient and progressive public service may be rendered.

W I T N E S S E T H:

WHEREAS, the Borough has an obligation, pursuant to chapter 303, of the Public Laws of 1968, as amended by Chapter 123 of the Public Law of 1974 (N.J.S.A. 34:13A-1 et seq.) hereinafter referred to as the "New Jersey Public Employment Relations Act," to negotiate with the PBA as the representative of Employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they wish to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

(1) The Borough recognizes PBA Local No. 247 as the sole and exclusive representative for the purposes of collective negotiations of all Patrolmen and Sergeants employed by the Police Department, but excluding Special Police, dispatchers, managerial executives confidential Employees and all other supervisory Employees within the meaning of the New Jersey Public Employer-Employee Relations Act and all other Employees of the Borough of Ringwood.

(2) The titles of Patrolmen and Sergeant shall be defined to include the plural as well as the singular, and shall include males and females and are synonymous with the word "Employees".

(3) Nothing contained in the Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and Police Department rules and regulations upon any Borough official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough official to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon by law.

(4) Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under any other applicable laws and regulations. The rights granted to Policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

MANAGEMENT RIGHTS

(1) Except to the extent expressly modified by a specific provision of this Agreement and as modified by law, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vesting 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 limiting the generality of the foregoing rights:

- (A) To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its Employees including those covered by this Agreement.
- (B) To hire and discharge all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, scheduling of work time or assignment and to promote and transfer Employees, pursuant to law.
- (C) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

(2) The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies,

regulations, rules and practices and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

(3) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, ~~County~~ or Ordinances.

(4) Nothing contained herein shall be construed to deny or restrict the Borough of its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of breach of the PBA or its members.

(5) Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

ARTICLE III

PBA RIGHTS

(1) Subject to the staffing needs of the Department, the borough will grant a total of 17 days paid leave for a member or members of the PBA to attend PBA functions. Included within the aforesaid 17 days are any days used to attend PBA State or National conventions. The 17 days leave refers to a total number of days available for leave among all of the members of the PBA and does not mean 17 days per PBA member.

(2) PBA activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations.

(3) PBA shall notify the Borough or its designees of the names of current PBA officers responsible for processing grievances.

(4) Pursuant to New Jersey Public Employment Relations Act, the Borough agrees that every Policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Policeman in the enjoyments of any

rights conferred by the New Jersey Public Employment Relations Act or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Borough or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

(5) Nothing contained in this Agreement shall be construed to limit or restrict the PBA in its rights 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 breach by the Borough of Ringwood, or members of its Governing Body.

ARTICLE IV

GRIEVANCE PROCEDURE

(1) Purpose

(A) The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

(B) Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department.

(2) Definition

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

(3) Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement, and

shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

- (A) An aggrieved Employee or the PBA on behalf of an aggrieved Employee or Employees or the Borough shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance. An earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate Supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.
- (B) The Supervisor shall render a decision within five (5) days after receipt of the grievance.

STEP TWO

- (A) In the event a satisfactory settlement has not been reached, the Employee or the PBA shall in writing and signed, file his grievance with the Chief of Police, within three (3) days following the determination at **STEP ONE**.
- (B) The Chief of Police shall render a decision in writing ten (10) days from the receipt of the grievance.

STEP THREE

- (A) In the event the grievance has not been resolved in **STEP TWO**, then within five (5) days following the determination, the Employee shall file with the Borough Manager a copy of the notice of grievance along with any written responses received in **STEP ONE** and **STEP TWO** and any further explanation he shall deem warranted. The Borough Manager shall review the matter and make a determination within ten (10) days from the receipt of the grievance. Said determination shall be in writing. The Borough Manager shall call for such hearing as he shall deem necessary prior to making a final determination.

STEP FOUR

If no satisfactory resolution of the grievance is reached at STEP THREE, then within five (5) working days after termination of the Manager's time period for response or within five (5) days after such response, whichever shall be sooner, the grievant may refer his grievance to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the Rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(4) A lack of response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next Step.

(5) Time limits may be extended by the parties by mutual written agreement, but in the absence of said agreement shall be considered final and binding.

ARTICLE V

HOURS AND OVERTIME

(1) Hours of Duty

The work day, shift schedules assignments shall be designated by the Chief of Police. The current "six-three (6-3)" work schedule shall continue.

(2) Court Appearances

(A) When any member of the Police Department is ordered by the Borough, or its agents, or Employees to appear in Ringwood Municipal Court while off duty, the Employee shall be paid a minimum of two (2) hours overtime compensation for each evening or day the Employee is required to appear.

(B) When any member of the Police Department is ordered to appear in any Court or agency other than Ringwood Municipal Court while off duty, he shall be paid a minimum of four (4) hours overtime compensation for each day of appearance.

(C) Every effort shall be made to schedule Employees' court appearances during a normal tour of duty.

(D) Where any member of the Police Department is ordered to appear in any Court or agency other than Ringwood Municipal Court while off duty and is required to remain past the morning session to testify in the afternoon, he shall receive a meal allowance of Three (\$3.00) Dollars for any such day.

(3) Off Duty Employment

(A) In the event a member of the Police Department shall perform a tour of Police duty for a private Employer, then in that event he shall be paid his regular rate of pay and the provisions of any applicable Federal or State law shall be complied with both by the individual Employee and by the private Employer.

(4) Overtime

(A) All Employees covered by this Agreement, shall be paid overtime at one and one-half (1½) times base salary under the following circumstances:

- (1) Whenever an off duty Employee is ordered to report to duty.
- (2) Whenever an off duty Employee is ordered or required to remain on duty to complete an investigation.
- (3) At any time when a particular Officer is called for specialized duty where the Officer on duty cannot perform the said duty or when deemed necessary by the Chief of Police to maintain a normal Police function.

(B) Employee shall be required to record overtime as directed by the Borough.

(5) Priority for Overtime

(A) Overtime for regularly scheduled shifts and details shall be offered to regular full time Employees in order of

seniority within each classification. Situations requiring special skills or other attributes shall be exempt from seniority rotation. An Employee bypassed for special skills shall not lose his/her place on the rotating seniority list.

(B) Since the purpose of this clause is to equalize overtime among Employees, when overtime is offered and refused, the records will reflect the amount of overtime offered. The same shall apply to an Employee who is not available due to illness, vacation or other leave of absence.

(C) In the event that a regular full time Employee cannot be contacted to perform the duty then this clause shall not be deemed to limit the use of special Police personnel.

(6) Whenever any Officer covered by this Agreement, other than those persons regularly assigned to the Detective Bureau, is called back to duty then said Officer shall be guaranteed four (4) hours of pay at the overtime rate. It shall be the then Tour Commander's decision whether to release the recalled Officer in less than four (4) hours or to retain the Officer to work the full four (4) hour period.

ARTICLE VI

VACATIONS

(1) Annual vacation leave with pay for all Employees covered in this contract shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; after one (1) year of service, fifteen (15) working days vacation each calendar year thereafter up to six (6) years of service; eighteen (18) working days vacation each calendar year thereafter after the completion of six (6) years and up to ten (10) years of service, twenty-two (22) working days vacation each calendar year after the completion of ten (10) years and up to fifteen (15) years of service; twenty-five (25) working days vacation each calendar year after the completion of fifteen (15) years of service.

ARTICLE VII

SICK LEAVE

(1) Every Employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq. of the Civil Service Rules for the State of New Jersey, revised March 23, 1977.

(2) Service Credit for Sick Leave

(A) All permanent Employees or full time provisional Employees shall be entitled to sick leave with pay based on their aggregate years 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) Such sick leave shall not include any extended period where the Employee serves as a nurse or housekeeper during this period of illness in accordance with Civil Service Rules and Regulations.

(3) Amount of Sick Leave

(A) Sick leave with pay shall accrue to any full time Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after

initial appointment and fifteen (15) days in every calendar year thereafter.

- (B) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purposes.

(4) Reporting of Absence of Sick Leave

(A) If an Employee is absent for reasons that entitle him to sick leave, his Supervisor shall be notified promptly as of the Employee's usual reporting time, except in those work situations where notice must be made prior to the Employee's starting time.

(1) Failure to so notify his Supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for five (5) consecutive days shall constitute a resignation.

(5) Verification of Sick Leave

(A) An Employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may also require proof of illness of an Employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

(B) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(C) The Borough 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 Borough, by a physician designated by the Borough. 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.

(6) Because of the inherent danger and personal peril to which the Employees are exposed in the course of every day employment, in the event any Employee becomes disabled by reason of a work related injury or work related illness, burden of proof of such relationship, to be borne by the Employee and satisfied by clear and convincing evidence, and is unable to perform his duties, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period up to twelve (12) calendar months provided that in the event the Employee is entitled to any monies from any source for such illness, injury or absence, then he shall be liable to reimburse the Borough up to the amount expended pursuant to this Section.

(7) Each Employee shall be entitled to bereavement leave of three (3) days from the date of death in the immediate family, and in the event the burial takes place out of State, up to two (2) additional days travel time. This leave shall be with pay. Proof of attendance at the funeral may be required by the Borough. "Immediate Family" shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law.

(8) Upon approval of the Chief of Police, up to three (3) days, sick leave days, provided for herein, may be taken as personal days.

(9) Accumulated Sick Leave

Upon retirement Employees shall receive payment for accumulated sick leave on the basis of the following formula:

Accumulated Sick Days 1 to 49 Days	-	No Payment
Accumulated Sick Days 50 to 75 Days	-	At the Rate of \$25 Per Day
Accumulated Sick Days 76 to 150 Days	-	At the Rate of \$50 Per Day
Accumulated Sick Days Over 150 Days	-	No Payment

ARTICLE VIII

LEAVES OF ABSENCE

(1) Every Employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised March 23, 1988, and applicable State Law.

ARTICLE IX

COMPENSATION

(1) The base wage for Employees covered by this Agreement shall be as set forth on **Schedules A and A-1** annexed. Schedule **A-1** shall apply only to employees hired on or after November 1, 1999.

(2) Any Officer permanently assigned to the Detective Bureau shall receive an additional yearly allowance of Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars per year. It being understood that any Officer so assigned would not receive any extra compensation for court appearances or overtime, except that he would be paid for any overtime required because of work not attributable to the Detective Bureau operation.

(3) The salaries along with all other economic items for the year shall be retroactive to the specified effective dates and shall be paid as soon after execution of this Agreement as is possible.

ARTICLE X

LONGEVITY

(1) In addition to the salary compensation noted in the Schedule of Article IX, longevity pay will be paid as follows:

- (A) From the first day of January of the sixth (6th) year of employment - two (2%) percent of base pay.
- (B) From the first day of January of the eighth (8th) year of employment - four (4%) percent of base pay.
- (C) From the first day of January of the tenth (10th) year of employment - six (6%) percent of base pay.
- (D) From the first day of January of the twelfth (12th) year of employment - eight (8%) percent of base pay.
- (E) From the first day of January of the fourteenth (14th) year of employment - ten (10%) percent of base pay.

(2) Any voluntary interruption of service shall not be considered as continuous uninterrupted service with the Borough for the purpose of qualifying for the longevity payment set forth above.

An involuntary interruption of service, such as mandatory military leave, but not disciplinary suspensions or requested leaves of absence, shall be considered as service with the Borough for the purpose of determining service with the Borough for the purposes of longevity payments.

For payment purposes longevity shall not be interrupted as a result of voluntary interruption of service provided such voluntary interruption of service does not exceed ninety (90) days.

Longevity payments shall be made bi-weekly.

ARTICLE XI

UNIFORM ALLOWANCE AND MAINTENANCE

(1) A uniform allowance of Six Hundred Fifty (\$650.00) Dollars for each of the calendar years shall be payable to each Employee subject to the submission of acceptable vouchers representing expenditure of the sum during that immediate calendar year.

(2) The Borough agrees to reimburse and/or pay for the cleaning of up to six (6) items of uniform per week for each Employee.

(3) The Borough shall supply ammunition for quarterly qualification. Type and quantity shall be the determination of the Range Officer with the approval of the Chief of Police.

(4) The Borough shall supply new ammunition for service weapons every six (6) months.

ARTICLE XII

HOSPITALIZATION AND INSURANCE

(1) The Borough agrees to continue to provide the current State sponsored health insurance coverage during the period of this Agreement for all Employees covered hereunder and the eligible members of their families in accordance with the terms of said plan, or in the alternative and at the option of the Borough, to provide such coverage as is supplied by a comparable health insurance program. The annual medical deductible shall be Two Hundred Fifty (\$250.00) Dollars for single employees and Five Hundred (\$500.00) Dollars for full family coverage.

(2) The Borough will provide to all Employees covered by this Agreement and their dependents:

- (A) Prescription Plan Coverage (Eff. January 1, 1994 the co-payment provisions shall be \$3.00 for generic drugs and \$5.00 for non-generic drugs.) Effective November 1, 1999 or as soon thereafter as the employer may make appropriate arrangements, the prescription co-payment shall be changed to \$3.00 for generic drugs and \$8.00 for non-generic drugs. The employee prescription co-payment after said date shall not be applicable to the medical plan deductible.
- (B) Vision Care Coverage (See Appendix B annexed)
- (C) False Arrest Insurance
- (D) Life Insurance

(3) Description of the coverages are maintained on file at Ringwood Borough Hall and may be reviewed by appointment.

(4) Dental Coverage

The New Jersey Dental Service Plan III-A, or its equivalent, with full orthodontic coverage, for two (2) party coverage to be paid for on a fifty (50%) percent contributory basis by all members of the bargaining unit, shall be inaugurated.

Full family dental coverage will be provided to all members of the bargaining unit, to be paid for on a fifty (50%) percent contributory basis by all members of the bargaining unit.

(6) First Aid Coverage

All employees covered by the Agreement are to be fully indemnified and defended by the Borough for all circumstances in which the employee renders first aid, whether on-duty or off-duty.

(7) The Borough shall not be responsible for the payment of any prescription or non-prescription drugs intended for cosmetic purposes.

ARTICLE XIII

INCENTIVE PROGRAM

A. College

(1) In acknowledging the desirability of members of the PBA attending and successfully completing college studies pertaining to Police Science the Borough hereby agrees to additionally compensate those members in accordance with the following formula:

- (A) Upon the successful completion of sixteen (16) credits the sum of Seventy-Five (\$75.00) Dollars annually.
- (B) The following annual degree benefits shall be paid to Officers with completed degrees:
 - (a) Associates Level Degree - \$750.00 per annum
 - (b) Bachelors Level Degree - \$1500.00 per annum
 - (c) Graduate Level Degree - \$2000.00 per annum
- (C) Upon the successful completion of thirty-two (32) credits the sum of One Hundred Fifty (\$150.00) Dollars annually.
- (D) Upon the successful completion of forty-eight (48) credits the sum of Two Hundred Fifty (\$250.00) Dollars annually.
- (E) Upon the successful completion of sixty-four (64) credits the sum of Four Hundred (\$400.00) Dollars annually.
- (F) Upon the successful completion of eighty (80) credits the sum of Four Hundred Fifty (\$450.00) Dollars annually.
- (G) Upon the successful completion of ninety-six (96) credits the sum of Five Hundred (\$500.00) Dollars annually.

- (H) Upon the successful completion of one hundred twelve (112) credits the sum of Six Hundred (\$600.00) Dollars annually.
- (I) Upon the successful completion of one hundred twenty-eight (128) credits the sum of Eight Hundred (\$800.00) Dollars annually.

B. Past Employees of the Borough who were members of this bargaining unit, while employed, and who shall have retired upon full retirement after twenty-five (25) years or more of service as a member of the Police Department, retiring on or after December 1, 1988, shall be entitled to the following retirement entitlement as long as he or she shall live and this Agreement is in effect:

- 1) Retirees with living spouse - One Hundred Fifty-Two (\$152.00) Dollars per month.
- 2) All other Retirees - Ninety-Five (\$95.00) Dollars per month.

The Borough shall have the option of paying this entitlement on a monthly or a yearly basis. In the event the Borough shall opt to pay the same annually, payment for each calendar year shall be made to each retiree no later than December 31st of that year.

ARTICLE XIV

TRAVEL ALLOWANCE

(1) In the event an Employee is required to utilize private transportation to or from any authorized training then the Employee shall be reimbursed by the Borough at the higher of Twenty-Five (\$.25) Cents per mile or the comparable rate paid other Borough Employees, measured from the Municipal Building.

ARTICLE XV

DEDUCTIONS FROM SALARY

(1) The Borough agrees to deduct from the salaries of its Employees, subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with **Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e** as amended. Said monies together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

(2) If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each Employee or an official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

(3) The PBA will provide the necessary "Check-Off Authorization" form and the PBA will secure the signatures of its members on the forms to the Borough Manager. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards, submitted by the PBA to the Borough or in

reliance upon the official notification of the letterhead of the PBA and signed by the President and Treasurer of the PBA advising of such changed deduction.

ARTICLE XVI

BULLETIN BOARDS

(1) A bulletin board shall be made available by the Borough for the use of the PBA for the purpose of posting PBA announcements and other informative materials of a non-controversial nature. The Chief of the Department or his representative may have removed from the bulletin board any material which does not conform with the intent and provision of this **Article**.

ARTICLE XVII

NON-DISCRIMINATION

(1) There shall be no discrimination by the Borough or the PBA against an Employee on account of race, color, creed, sex or national origin.

(2) There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such Employees on behalf of the PBA. The PBA, 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 PBA.

ARTICLE XVIII

NO-STRIKE AND NO-LOCKOUT PLEDGE

(1) During the term of this Agreement, the PBA agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind, and the Borough agrees that it will not cause any lockout.

(2) The PBA covenants and agrees that neither the PBA 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 Employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Borough. The PBA agrees that such action would constitute a material breach of the Agreement.

(3) In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall entitle the Borough to take any appropriate action pursuant to law against the PBA or its members.

ARTICLE XIX

SEPARABILITY 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 provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

INVESTIGATION OF POLICE OFFICERS

(1) In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(A) 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.

(B) The Employee shall be informed of the nature of the investigation before any interrogation commences, if the Employee is the target of the investigation. Under this condition the Employee shall be apprised of the allegations. If at any time during the investigation, the Employee becomes a target of the investigation, the Employee shall be so notified.

(C) The Department shall afford the Employee an opportunity to consult with counsel and/or a Union representative before being questioned if the Employee requests to do so and if the Employee is the target of

investigation. Such consultation shall not delay the interrogation more than one (1) hour.

(D) 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.

ARTICLE XXI

REPLACEMENTS

(1) No full time Employee covered by this Agreement shall be replaced by any non-Police Officer, part time or other personnel.

(2) 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, however this shall not impact on the Borough's present policy for the use of special Police or the use of special Police in emergent situations.

ARTICLE XXII

CEREMONIAL ACTIVITIES

(1) In the event a Police Officer in another Department in the State of New Jersey is killed in line of duty, the Borough will permit at least one (1) off duty uniformed Police Officer of the Borough to participate in funeral service for the said deceased Officer.

(2) Subject to the availability of same, the Borough will permit, subject to the approval of the Chief of Police or his designee, a Borough Police vehicle to be utilized by the members in the funeral service.

(3) Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XXIII

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Union may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by

any member of the Union shall subject that member to appropriate disciplinary action.

Each Employee shall be supplied with a written certification from the employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XXIV

TERMS AND RENEWAL

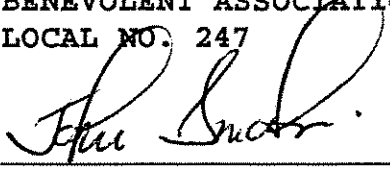
(1) This Agreement shall be in full force and effect as of January 1, 2002, and shall continue to be in full force and effect through and including December 31, 2004.

(2) Collective negotiations on the terms of a new Agreement shall commence no later than September 1, 2004, or as mandated by the Public Employment Relations Act.

(3) This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein and until the parties have mutually agreed on a new Agreement.

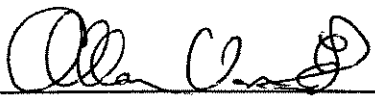
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood, New Jersey, on this 13th day of March, 2002.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 247



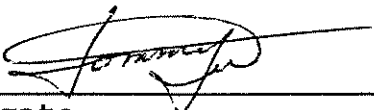
President PBA No. 247

BOROUGH OF RINGWOOD
PASSAIC COUNTY, NEW JERSEY



Mayor

WITNESS:



Delegate

WITNESS:



Borough Clerk

SCHEDULE A

SALARY GUIDE

<u>Position</u>	<u>Effective 1/1/02</u>	<u>Effective 1/1/2003</u>	<u>Effective 1/1/2004</u>
Probation	\$31,786	\$33,057	\$34,379
First Year	48,858	50,812	52,845
Second Year	53,509	55,649	57,875
Third Year	63,745	66,295	68,946
Fourth Year	69,564	72,346	75,240
After Fourth (Maximum)	79,565	82,748	86,058
Sergeant	84,220	87,589	91,093

SCHEDULE A-1

SALARY GUIDE

(Effective for new employees
hired on or after November 1, 1999)

<u>Position</u>	<u>Effective 1/1/2002</u>	<u>Effective 1/1/2003</u>	<u>Effective 1/1/2004</u>
Probation (First 6 Months)	\$29,247	30,417	\$31,633
Second 6 Months	31,586	32,849	34,163
First Year	40,945	42,583	44,286
Second Year	47,964	49,882	51,878
Third Year	58,493	60,832	63,266
Fourth Year	64,343	66,916	69,593
Fifth Year	71,362	74,216	77,185
Sixth Year	76,041	79,082	82,246
After Sixth Yr. (Maximum)	79,565	82,748	86,058
Sergeant	84,220	87,589	91,093

SCHEDULE B

VISION CARE PLAN


The Borough shall pay vision care expenses for the service indicated and up to the amount indicated in the schedules below:

<u>Service or Supply</u>	<u>Payment Limit</u>
Eye Examination	\$ 35.00
Frames and lenses	\$100.00
Contact lenses	\$105.00

This applies to eye examinations performed by a duly licensed physician, optometrist or ophthalmologist and changes for covered eyeglass lenses, contact lenses and eyeglass frames in connection with the eye examination up to the amount listed in the schedule.

EXCLUSIONS:

1. More than one eye examination per person during any twelve consecutive months.
2. More than one set of contact lenses or frame and lenses per person during any twenty-four consecutive months.
3. Service and materials (a) in connection with special procedures such as orthoptics and vision training, or (b) in connection with medical or surgical treatment, or (c) provided under worker's compensation benefits.
4. Sun glasses whether prescription type or otherwise unless prescribed for user to be worn at substantially all times because of an ocular medical conditions.



5. Eye examinations required (a) by an employer as a condition of employment on which the employer is required to provide by virtue of labor agreement or (b) by a government body.

6. Duplicate of spare eyeglasses, or any lenses or frames furnished to a covered individual for duplicate or spare eye glasses.

7. Any service or supply unless the provided unconditionally requires payment without regard to this insurance.

8. Charges in excess of those usually made when there is no insurance or in excess of the general level in the area.