

AGREEMENT

Between

BOROUGH OF NEW PROVIDENCE

and

NEW PROVIDENCE SUPERIOR OFFICER'S ASSOCIATION

(LIEUTENANTS AND CAPTAINS)

January 1, 2003

through

December 31, 2007

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THIS AGREEMENT, made this 27th day of October, 2003 between:

BOROUGH OF NEW PROVIDENCE, in the County of Union, a Municipal Corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey, hereinafter referred to as "Borough" or "Employer", and:

NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION , NEW PROVIDENCE SUPERIOR OFFICER'S ASSOCIATION , hereinafter referred to as S.O.A.

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages and certain other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained , the parties hereto agree with each other in respect to the employees of the Employer, recognized as being represented by the S.O.A. as follows:

ARTICLE I: RECOGNITION

The employer hereby recognizes the aforementioned S.O.A. as the exclusive representative for all Lieutenants and Captains in its Police Department in New Providence, New Jersey, but excluding probationary employees, Patrolmen, Sergeants, Deputy Police Chief, the Chief of Police and all other employees.

ARTICLE II: MANAGEMENT RIGHTS

A. The Borough, except as modified by this Agreement, retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and of the facilities and of the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation thereof 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 Constitutions and Laws of New Jersey and of the United States.

- C. Nothing contained in this Article shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 or any other national, state, county, or local laws ordinances.

ARTICLE III: GRIEVANCE PROCEDURE

Section 1

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be the sole method for the resolution of complaints of members of the S.O.A. The procedure shall be as follows:

Step 1. An officer with a grievance shall first discuss it orally with his immediate superior, either directly or through the S.O.A.'s designated representative, for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within seven (7) working days after the presentation of the grievance at Step 1, he may file a written grievance with his immediate supervisor within three (3) working days after disposition at Step 1. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the supervisor, the aggrieved party, and the S.O.A.'s designated representative. A decision thereon shall be rendered in writing by the Supervisor within five (5) working days after the holding of such meeting.

Step 3: If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the S.O.A. or the aggrieved party by a submission, in writing, to the Public Safety Committee within five (5) working days of its disposition at Step 2. The written submission shall incorporate all documentation relating to the grievance introduced at Steps 1 and 2. A meeting on the grievance shall be held between the grievant and the

Public Safety Committee within seven (7) working days of the referral of the written grievance to the Public Safety Committee, at which a representative of the S.O.A. must be present. Said meeting shall not be public unless the parties so agree in writing. The Public Safety Committee shall render a final written decision within seven (7) working days of the date of the meeting.

Step 4. If the aggrieved party is not satisfied with the disposition of this grievance at Step 3, or if no written decision has been rendered within seven (7) working days after the presentation of the grievance at Step 3, the matter may be referred by the S.O.A., or its designated representative, to the Mayor and Council, or their designated representatives within five (5) working days of its disposition at Step 3. Such referral shall be in writing and shall incorporate all documentation pertaining to the grievance introduced at Steps 1, 2, and 3. The written submission shall be made to the Borough Clerk. A meeting on the grievance shall be held between the S.O.A. and the Mayor and Council, or their designated representatives, within fifteen (15) days of submission of the grievance to the Borough Clerk, at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Mayor and Council shall render a written decision within fifteen (15) days of the date of the meeting.

Step 5. - Arbitration.

(a) If the Grievance is not settled through Step 4 and the grievance alleges a violation of this Agreement, either party may refer the matter to the New Jersey State Board of Mediation for appointment of an arbitrator within fourteen (14) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the New Jersey State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue his appellate rights in accordance with Revised Statutes 40A:14-150, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding upon the parties.

(d) The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.

Section 2. The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties. "Working Days" shall be defined with respect to the schedule of the party called upon to act.

Section 3. A grievance must be presented at Step 1, one week from the date of occurrence of the facts, which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

Section 4. Any employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected by him or approved by the S.O.A. When any employee is not represented by the S.O.A. the S.O.A. shall have the right to have a representative present and state its views at all stages of the grievance procedure.

ARTICLE IV: SALARIES

A. Captain of Police

The Captains will receive at least the percentage below for the remaining duration of this contract with the specific understanding that the increases will not be less than the incremental increases given to the membership of PBA Local #132 including the Patrolmen's and /or the Sergeant's Contract, whichever is greater.

Effective January 1, 2003	2.0% increase
Effective April 1, 2003	additional \$1,200.00 base salary adjustment
Effective July 1, 2003	2.0% increase.
Effective January 1, 2004	2.0% increase. plus an additional \$400.00 base salary adjustment
Effective July 1, 2004	2.0% increase,
Effective January 1, 2005	2.5% increase plus an additional \$400.00 base salary adjustment.
Effective July 1, 2005	2.5% increase
Effective January 1, 2006	2.5% increase plus an additional \$400.00 base salary adjustment.
Effective July 1, 2006	2.5% increase
Effective January 1, 2007	4.0% increase

The base salary, which reflects the above increases, shall be paid for the duration of the contract as follows:

1/1/03	\$84,538.00
4/1/03	\$85,738.00
7/1/03	\$87,672.00
1/1/04	\$90,689.00
7/1/04	\$92,984.00
1/1/05	\$95,308.00
7/1/05	\$98,172.00
1/1/06	\$100,627.00
7/1/06	\$103,623.00
1/1/07	\$107,768.00

B. Lieutenants

Hereinafter, the Lieutenant's Salary will be at least 6% above the Sergeants salary. In addition the Lieutenants will receive not less than the incremental increases given to the membership of PBA Local #132 including the Patrolmen's Contract and / or the Sergeant's Contract, whichever is greater.

ARTICLE V: LONGEVITY

Section 1. Only those officers covered by the Agreement who were hired prior to January, 1998 shall be entitled to and paid longevity payments and adjustments as follows:

Upon completion of four (4) years of service and thereafter.....2% of base pay.

Upon completion of eight (8) years of service and thereafter.....4% of base pay.

Upon completion of twelve (12) years of service and thereafter....6% of base pay.

Upon completion of sixteen (16) years of service and thereafter...8% of base pay.

Upon completion of twenty (20) years of service and thereafter..10% of base pay

Section 2. Notwithstanding the provisions of the foregoing Section1, no employee shall be entitled to receive longevity payment in excess of \$2,400.00

Section 3. Effective with the anniversary date occurring during each calendar year, any employee whose eligibility date is prior to July 1 shall receive longevity from January 1 of that year. Those whose anniversary dates fall on or after July 1 shall receive longevity pay form July 1 of that year.

**ARTICLE VI: WORK SCHEDULE, HOURS OF WORK,
COURT TIME AND OVERTIME**

- A. The work schedule for members of the S.O.A. will be agreed upon between the Chief of Police and members of this association.

- B. The Captains agree that they are Administrative Personnel and henceforth will not be entitled to departmental overtime. Captains will be entitled to take escrow overtime within the established escrow overtime rotation.

- C. Hereinafter, Lieutenants will receive the same overtime compensation that is currently enjoyed, pursuant to New Providence Patrolmen's and Sergeant's contracts.

- D. For purposes of this agreement, the term days when referring to sick leave, vacation, personal days and administrator leave days shall be based on 8 hour work days.

ARTICLE VII: SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of bona fide personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day (that is, a period of eight (8) hours) per month during the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.
2. 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, to an unlimited maximum.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.
4. Effective upon final approval of this contract the Borough agrees to establish a one-time addition to the sick leave bank in the amount of 10 days for those current employees who have accumulated the 145 days of unused sick leave and a pro rata reduction in those 10 days for current employees with less than the 145 accumulated sick leave days.

5. Effective January 1, 2004, the Borough will institute a program of donated sick leave using the plan in existence for Union County as a model for this new program.

C. Reporting of Absence on Sick Leave

1. 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 notices must be made prior to the employees starting time. In such event, the employee shall notify the Chief of Police at least one-half (½) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year.

(b) In addition, the appointing authority may require proof of illness of any employee on sick leave whenever such requirement appears reasonable.

Abuse of sick leave shall be cause for disciplinary action;

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

3. 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 by a physician designated by the Borough, at the Borough's expense. 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.

E. Job-connected Illness or Injury

1. Any employee who sustains job connected illness or injury, shall be maintained at full pay, less any weekly workman's compensation benefits he may receive, until such time as the employee shall either return to work, apply for and/or receive pension, and/or be certified by the employer's physician as able to return to work. There shall be no deductions made from the employee's sick leave benefits during this period.

2. It is understood that the employer shall have the right to require such employee to report to a physician of the employer's choosing for examination to determine the employee's fitness for return to duty.

F. Exhaustion of Sick Leave.

Any employee who has exhausted all sick leave and is still in need of additional time off work with pay may apply to the Borough Council for additional paid sick leave. The Borough Council shall consider each request on a case-by-case basis and either approve or deny said request in its discretion.

ARTICLE VIII: DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the S.O.A. because of membership or activity in the S.O.A. The S.O.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the S.O.A. shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE IX: SEPARABILITY & SAVINGS

A. In the event that any federal or state legislation, government regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

B. Except as may be otherwise provided for within this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed as a waiver thereof.

ARTICLE X: OUTSIDE EMPLOYMENT

If any person, organization or agency desires the services of a police officer during his off duty hours, and the performance of such services are approved in advance by the appropriate Borough official, the police officer shall be paid through the Borough with appropriate deductions for taxes made therefrom, it being understood that such payment shall be remitted by said person, organization or agency directly to the Borough on behalf of the officer. It is further understood that such compensation received by the police officer shall not be considered as salary or wages from the Borough and shall not affect the police officer pension entitlement. Any police officer, who engaged in other off duty activities for compensation, which are not approved by the Borough as aforesaid, shall not be eligible or entitled to receive payment in this manner.

ARTICLE XI: PERSONAL LEAVE TIME

Each current member shall be entitled to five (5) personal leave days (that is, 5 periods of eight (8) hours) per year. Those persons hired subsequent to December 31, 1997 shall be entitled to three (3) personal leave days (that is, 3 periods of 8 hours) per year. In the event a member shall have unused personal leave days from the previous calendar year, they shall be entitled to add them to his vacation in the succeeding calendar year.

ARTICLE XII: CLOTHING ALLOWANCE

A. Effective January 1, 2004, the annual clothing and maintenance allowance of \$1,050.00 will be added to base salary and the clothing allowance and maintenance will be eliminated from subsequent contracts. Members of the SOA agree to maintain their uniforms in accordance with Departmental regulations.

ARTICLE XIII: INSURANCE

A.

Effective January 1, 2004 all employees in the negotiating unit will have the option of health insurance coverage under the Point of Service Plan (POS) provided by the carrier or of selecting coverage under the Preferred Provider Organization (PPO) or Traditional Plans provided by the carrier on condition that employees pay the difference between the cost of the POS Plan and the PPO or Traditional Plans as may be selected. The Borough will establish a Section 125 Plan to enable employees to elect coverage under the PPO or Traditional Options to pay the premium differences with pre-tax dollars.

B. The Borough agrees to provide a Disability Insurance Policy for all employees which will provide (i) two-thirds income continuation benefits for up to one year; (ii) with a maximum of \$5,000.00 monthly and (iii) which will take effect after 120 eight-hour days of disability, other details of which will be agreed upon by the SOA and the Borough. The Disability Insurance Policy will remain in effect so long as it remains available to the Patrolmen and/or Sergeants bargaining units of PBA Local #132.

ARTICLE XIV: NO-STRIKE PLEDGE

A. The S.O.A. covenants and agrees that during the term of this Agreement neither the S.O.A. 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 any 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, sick-out, or walk-out, against the Borough. The S.O.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, sick-out, or walk-out, it is covenanted and agreed that participation in any such activities by any employee covered under the terms of this Agreement may be deemed grounds for disciplinary action of such employee or employees. All employees who continue full performance of their duties during such strike, slowdown, work stoppage, sick out, or walk-out shall receive full pay and all benefits provided in this Agreement.

C. The S.O.A. will actively discourage any strike, slowdown, work stoppage, sick-out, or walk-out and, consistent with the rights of its members, issue a statement, in writing, describing such strike, slowdown, work stoppage, sick-out, or walk-out as illegal and invalid.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the S.O.A. or its members.

ARTICLE XV: DISCIPLINARY ACTION

- A. Disputes involving the discipline of employees covered by this Agreement shall be governed by the appeal procedures set forth in applicable statutes, regulations and ordinances such as N.J.S.A. 40A:14-147 et seq..
- B. Failure to qualify with sidearms may result in disciplinary action. The Borough shall provide an in-service training program for firearms proficiency.
- C. Disputes involving minor disciplinary matters not governed by the appeal procedures referred to in paragraph A above will be subject to the grievance procedure set forth in Article III of this Agreement.

ARTICLE XVI: RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the Lieutenants and/or Captains enjoyed as provided for in the contracts of PBA Local #132 including the Patrolmen's and/or the Sergeants Contract and/or the SOA contract, shall be maintained.

ARTICLE XVII: POLICE EQUIPMENT

- A. It shall be the responsibility of each police officer to immediately report any defective vehicles to his immediate supervisor.
- B. Each police officer shall utilize reasonable care and be fully responsible for equipment assigned to him.

ARTICLE XVIII: FULLY-BARGAINED PROVISIONS

A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects, which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other as a result of the negotiating process, and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for that duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Employment Relations Commission.

ARTICLE XIX: VACATIONS

- A. Police officers shall accumulate the following vacation days (that is, periods of 8 hours) in accordance with the following schedule:
1. Less than ten (10) months continuous service before July 1, one (1) day of paid vacation for each full month of employment prior to July 1.
 2. At least ten (10) months but less than five (5) years continuous service by July 1, two (2) calendar weeks of vacation.
 3. At least five (5) years but less than ten (10) years continuous service by July 1, two (2) calendar weeks plus one (1) day of vacation.
 4. At least ten (10) years but less than fifteen (15) years of continuous service, three (3) calendar weeks of vacation.
 5. As of January 1, 2003, members of the SOA with at least fifteen (15) years but less than twenty (20) years continuous service by July 1, three (3) calendar weeks plus four (4) days of vacation.
 6. As of January 1, 2003, members of the SOA with Twenty (20) years or more of continuous service, four (4) calendar weeks plus three (3) days of vacation. An additional day of vacation time will be added effective 1/1/04, bringing the total vacation time for this category to four (4) calendar weeks plus four (4) days of vacation time.

- B. The vacation year, for purposes of determining eligibility and amount of vacation, is from July 1 to June 30.
- C. Vacations will normally be taken in full weeks, subject to a schedule approved by the Chief.
- D. No vacation time shall be accumulated from year to year, except where an employee loses his vacation time by reason of being required to work during said period. In such cases, said employee shall be granted the unused vacation time at a subsequent period, or equivalent payment or compensation shall be made upon certification of the appropriate department head and approval of the Borough Council.

ARTICLE XX: ADMINISTRATOR AND TERMINAL LEAVE

A. Effective January 1, 2003, members of the SOA will receive two Administrator Leave Days annually which are being given in lieu of compensatory time and departmental overtime. These days may be taken in the same manner as vacation days.

B. Employees who retire with a pension under PFRS shall be entitled to receive Terminal Leave. The number of Terminal Leave days will be based on the number of unused sick leave at the time of retirement. Retiring employees will remain on the payroll of the Borough on the basis of one day for each three days of accumulated sick leave remaining for employees with an excess of one hundred days accumulated remaining in their sick time bank. Employees with less than one hundred days of accumulated sick time remaining in their sick time bank shall be entitled to payment for unused sick leave on the basis of one day for each four days of accumulated sick time. The maximum Terminal Leave value, regardless of the number of days accrued shall be \$12,000.00 for 2003; \$13,000 for 2004; \$14,000 for 2005; \$15,000 for 2006; and \$16,000 for 2007. Retiring employees will continue their full coverage of health insurance and other benefits during their period of Terminal Leave.

ARTICLE XXI: HOLIDAYS

These Borough holiday schedule shall include:

New Years Day

Lincolns Birthday

Presidents Day

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

The SOA recognizes that members may be required to work certain holidays. In such cases that members are required to report to work on a holiday, an arrangement will be agreed upon with the Chief of Police to compensate the member by giving him time off on another mutually agreed upon day. Employees shall also be entitled to an additional holiday to celebrate the birthday of Martin Luther King, but only if such additional holiday is granted by the Borough to other employees outside this bargaining unit.

ARTICLE XXII: EDUCATIONAL ASSISTANCE

In the event a permanent employee desires to improve his skills through further education, the Borough will reimburse such employee in accordance with its established educational assistance policy. That policy, adopted by the Borough pursuant to Resolution 79-121, is hereby incorporated by reference as if fully set forth herein.

ARTICLE XXIII: SENIORITY

Seniority for police officers shall be determined by length of service in a rank and then length of service in the Department. In the event it becomes necessary to reduce the number of employees, lay-off shall be by seniority with the least senior member being first laid off. Recall from lay-off shall be in inverse order, and the Municipality shall not hire any additional employees while there are permanent members on lay-off status and eligible for recall.

Employees' rights for recall shall be two (2) years from date of lay-off and shall be forfeited if recall to work is refused, and/or the employee fails to advise the Municipality of his latest address to which such notification, by certified or regular mail, would be sent.

ARTICLE XXIV: DURATION

The term of this Agreement shall be from January 1, 2003 through December 31, 2007, and from year to year subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than August 30 of the last year of this Agreement (or of any renewal year). If timely written notice is given, successor negotiations shall commence no later than September 13 of the year in question. The foregoing notification and commencement dates are derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of February 10th required budget submission date for municipalities such as the Borough. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ATTEST:

Wanda Barry

BOROUGH OF NEW PROVIDENCE

By:

Allen Morgan
Allen Morgan, Mayor

NEW PROVIDENCE SUPERIOR OFFICER'S
ASSOCIATION.

ATTEST:

By:

Edward J. Catallo
Edward J. Catallo

Scott F. Torre
Scott F. Torre