

AGREEMENT
BETWEEN
BOROUGH OF RINGWOOD
and the
RINGWOOD POLICE DISPATCHERS ASSOCIATION

JANUARY 1, 2008 through DECEMBER 31, 2010

Prepared: June 19, 2008

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PREAMBLE

THIS AGREEMENT made and entered into this _____ Day of _____, 2008, 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 the **RINGWOOD POLICE DISPATCHERS ASSOCIATION** (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Borough and the Association and 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.

ARTICLE I

RECOGNITION

After appropriate communications with the Public Employment Relations Commission, the Borough recognized the Association as the exclusive collective negotiations agent in matters pertaining to wages, hours of work and other conditions of employment for all full time police radio dispatchers employed by the Borough.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to 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, the following rights:
1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of the 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.
- C. 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 local laws or ordinances.

ARTICLE III

ASSOCIATION REPRESENTATIVES

- A. Association 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 operation.
- B. The Association shall notify the Borough of the names of current Association officers and of its designee responsible for processing grievances.
- C. The Association shall not conduct membership meetings on Borough property.

ARTICLE IV

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, sex or national origin.
- B. 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 Association or because of any lawful activities by such employees on behalf of the Association. The Association, 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 Association.

ARTICLE V

SENIORITY

- A. Seniority is defined on job classification basis as the length of service of an employee with the Borough commencing with the latest date of employment.
- B. In conformance with the N.J. Department of Personnel and other applicable, regulations and whenever possible and practicable, employees with the greatest seniority in classification will be given preference in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.

ARTICLE VI

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this 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.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the Association.

B. DEFINITION

The term, "grievance," as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. A grievance may be submitted by an individual or individuals, or the Borough. The designated Association representative shall have the right to participate in all steps of the grievance procedure.

C. STEPS OF THE GRIEVANCE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent.

STEP ONE:

1. An aggrieved employee or the Association, on behalf of an aggrieved employee or employees of the Borough shall institute action under the provisions contained herein within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police, 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.
2. The Police Chief shall render a decision with five (5) days after receipt of the grievance.

STEP TWO:

1. In the event a satisfactory settlement has not been reached, the employee or the Association shall file a written, signed grievance with the Borough Manager within three (3) days following the determination at Step One.
2. The Borough Manager shall render a decision in writing within ten (10) days from the receipt of grievance.

3. The decision of the Borough Manager shall be final and binding, however, nothing contained in this step shall preclude the right of either party to any recourse whatsoever which it may have to the New Jersey Department of Personnel commission or as provided under applicable state law.
- D. Lack of response from the Borough or its agents (at any Step in this procedure) 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.
 - E. Time limits may be extended by the parties by mutual written agreement.
 - F. The Borough reserves the right to file in writing a grievance on its behalf with the Association. The Association shall meet with the Borough within ten (10) days of filing the grievance.

ARTICLE VII

WORK SHIFT

- A. The normal schedule work shift for employees assigned to Ringwood Police Radio Dispatchers, shall be four (4) consecutive days of eight (8) hour shifts, followed by two (2) consecutive days off.
 - 1. Eight hour shifts will be worked between the hours of eleven (11) p.m. and Seven (7) a.m., followed by seven (7) a.m. to three (3) p.m., followed by three (3) p.m. to eleven (11) p.m.
 - 2. Employees shall receive up to a half hour meal time within normal shift time.
 - 3. All employees may be required to record their work time by means of devices provided for such purpose by the employer.
- B. Each employee must account for a full work shift by work time or designated benefit time. Time not accounted for shall be recorded as leave of absence without pay.
- C. The Borough shall not require any employee to work more than twelve (12) consecutive hours unless necessitated by emergency or other circumstances beyond the Borough's control.
- D. **Employees may swap shifts provided that the request is in writing with 72 hours notice and approval of the Chief of Police.**

ARTICLE VIII

COMPENSATION

- A. Each employee shall be compensated in accordance with the schedule contained within this article.
- B. The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing. When a question arises as to the interpretation of a duty or requirement of any position, it shall be processed through The Grievance Procedures.
- C. Effective upon the execution date of this agreement all new hires shall be compensated at the discretion of the Borough Manager from eighty (80%) percent to one hundred (100%) percent of the top rate of employees within that title; after eighteen (18) months the said employee shall be compensated at ninety (90%) percent of the top rate of employees within that title; after another eighteen (18) months the said employee shall be compensated at one hundred (100%) percent of the top rate for that title. Employees shall also continue to receive the contracted increases during this period."
- D. Salary compensation shall be as follows:

Employees hired prior to January 1, 1994 - Schedule A:

Communications Operators - Full-Time

Effective January 1, 2008

Effective January 1, 2009*

Effective January 1, 2010

SALARY RANGE

\$44,934 - \$47,246

\$46,282 - \$48,663

~~\$47,671~~ - \$50,123

47,786 - 50,245

Employees hired after January 1, 1999 - Schedule B:

Communications Operators - Full-Time

Effective January 1, 2008

Effective January 1, 2009*

Effective January 1, 2010

\$35,942 - \$47,246

\$37,021 - \$48,663


~~\$38,131~~ - \$50,123

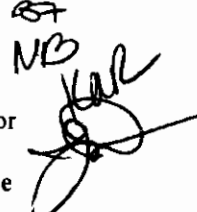
38,223 - 50,245

All salaries and compensation as set forth herein shall take effect as of the first of January, 2008.

Full-time Ringwood Police Communications Operators shall receive a shift allowance of \$1,500 per employee for 2008, 2009 & 2010.

*- Full time employees who change their hospitalization plan to AETNA effective January 1, 2009 shall be entitled to an additional .5% stipend for 2009 only.

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ARTICLE IX

OVERTIME

A. DEFINITION OF OVERTIME

Authorized work performed in excess of the assigned scheduled work shift shall be considered overtime. The provisions of this article shall apply to such overtime, which has been properly directed and authorized in advance by the appropriate Department Head or his designee. There shall be no pyramiding of overtime.

B. PAYMENT FOR OVERTIME

Employees who are required to work in excess of their regular scheduled eight (8) hour shift time shall be compensated in cash in accordance with schedule noted below:

1. Employees who are required to work in excess of their regular scheduled eight (8) hour shift time shall be compensated for it at one and one-half (1 ½) times their regular rate of pay.
2. When an employee is called in for emergency condition he shall receive two (2) times his hourly rate for no less than four (4) hours minimum.

C. HOLIDAYS AND SUNDAY

1. Employees who are required to work on a Sunday, not included in their regular scheduled work shift shall be paid at two (2) times their regular hourly rate of pay.
2. Employees who are required to work on a Borough Holiday, not included in their Regular scheduled work shift shall be paid at two and one-half (2 ½) times their regular hourly rate of pay.
3. Overtime records shall be maintained by the Police Department and such records shall be made available upon request.
4. Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with the corresponding overtime hours on the overtime distribution records.
5. Initial assignment of overtime will be based on the most senior employee being offered the first assignment, and thereafter assignments shall be on a rotating basis per the overtime distribution records.

ARTICLE X

HOLIDAYS

Employees who are required to work on a Borough recognized holiday as part of their regular scheduled work shift shall be paid at two (2) times their regular hourly rate of pay. Holidays shall be recognized as follows:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Day
Memorial Day
Fourth of July
Labor Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

ARTICLE XI

LONGEVITY

- A. In addition to the salary compensation noted in Article VIII, longevity compensation shall be paid per year as follows:

Years	6 – 10	\$ 750.00
Years	11 – 15	\$ 900.00
Years	16 – 20	\$1,150.00
Years	21+	\$1,400.00

- B. 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.
- C. Longevity is to be paid bi-weekly and included in bi-weekly paychecks.

ARTICLE XII

VACATION LEAVE

- A. A new employee shall earn one (1) day per month for each full month of employment during the first calendar year of employment.
- B. Thereafter, employees shall earn vacation as follows:

2nd Calendar year through	
5th year of employment.....	15
6th year through 10th year.....	18
11th year through 15th year.....	22
16th year and above.....	25

- C. An employee may request to carry-over vacation leave for one (1) year provided such written request is based on extenuating circumstances and approved by the Chief of Police, otherwise, the unused vacation days are permanently lost without compensation.
- D. An employee may request to carry-over earned vacation leave for one (1) year provided such request is based on extenuating circumstances, subject to the Chief of Police. All requests must be submitted in writing.
- E. Terminating employees are entitled to earned vacation. Employees who terminate during the year are subject to their pro-rated share based on full months of employment.

ARTICLE XIII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per Annum according to N.J.A.C. 4A:6-1.3 et seq. Of the N. J. Department of Personnel Rules for the State of New Jersey, revised June 1, 1979.

B. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Terminating employees are entitled to earned sick leave only, based upon a pro-rated accumulation according to full months of service.
3. 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.
4. Sick leave may also be utilized for attendance upon a member of one's immediate family who is seriously ill.
5. 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 N.J. Department of Personnel Rules and Regulations.

C. AMOUNT OF SICK LEAVE

1. 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.
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.
3. Employees may utilize five (5) sick days as personal days yearly, provided they have been employed by the Borough at least one (1) year. If not utilized, personal days shall continue to accrue as unused sick days. To allow employees flexibility, the time encompassed in two (2) personal days can be taken in two (2) hour increments upon approval of the Chief of Police.

Additionally, an employee shall be required to give reasonable notice, under the circumstances, and the Borough may disapprove the selection of a particular day if it would have a serious affect on the operation of the Borough.

D. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle one to sick leave, one's supervisor shall be notified at least one hour prior to the employee's usual reporting time.

ARTICLE XIII, SICK LEAVE (CONTINUED)

Failure to so notify one's 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.

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for more than (3) consecutive working days shall be required to submit, upon return acceptable medical evidence substantiating the illness. The Borough may also require proof of illness of the employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
2. 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 (5) days, shall submit leave in that year unless such illness is substantiated as chronic or recurring in which medical evidence shall only be necessary upon request.
3. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
4. 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/her normal duties and that his/her return will not jeopardize the health of other employees.

F. Because of the inherent danger and personal peril to which the employees are exposed in the course of on duty employment, in the event any employee becomes disabled through direct contact with another individual and while functioning in an authorized capacity 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.

G. Upon retirement of employment by either party, for causes other than criminal nature i.e, any person convicted of a crime or offense involving moral turpitude shall be ineligible to assume any municipal office, position or employment in a municipality governed pursuant to this act (sections 40:69A-1 to 40:69A-210), and upon the conviction thereof while in office shall forfeit his office; provided, however, any person convicted of such an offense who has achieved a degree of rehabilitation which in the opinion of the appointing authority and the N.J. Department of Personnel Commission, as to employment subject to the N.J. Department of Personnel law, indicated his employment would not be incompatible with the welfare of society and the aims and objectives of the governmental agency, may be considered eligible to apply for employment or be continued in employment. Any person who shall violate any of the provisions of section 17-14, 17-15, or 17-16, of this article (sections 40:69A-163 to 40:69A-165) shall upon conviction thereof in a court of competent jurisdiction forfeit his office.

H. An employee shall be compensated at a rate equal to twenty-five percent (25%) of the employees hourly rate for all accrued hours upon termination of employment, regardless of reason except in the case of termination, for just cause. Such compensation shall not exceed five thousand dollars (\$5,000).

ARTICLE XIV

BEREAVEMENT

In the event of death in the immediate family, (immediate family should mean Father, Mother, Brother, Sister, Husband, Wife, Child, Step-child, Mother-In-Law, Father-In-Law, Grandmother, Grandfather, Sister-In-Law, Brother-In-Law, where such relative is the actual member of the household) up to five (5) days leave shall be granted to In-State services.

Three (3) days leave in State.

If funeral is out-of-town or state, employee must submit a newspaper clipping or notice. An affidavit signed by the employee may be accepted in lieu of the notice.

Additional days will be granted to the employee who must travel an excess of a radius of 450 miles. For travel between a radius of 450 miles to 600 miles, the Borough will grant four (4) days leave with pay. For travel of a radius of 600 miles or greater, the Borough will grant (5) days leave with pay.

ARTICLE XV

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable N.J. Department of Personnel Rules for the State of New Jersey, revised June 1, 1979 and applicable State Law.

ARTICLE VI

HEALTH INSURANCE

Effective upon next open enrollment period that can be arranged, all members choosing to remain in the Traditional or Select 20 plans shall pay a premium contribution equal to the differential between the premium for the plan chosen and the premium for the AETNA plan in the same designation (ie. single, child/parent, husband/wife and family).

Effective January 1, 2009 new hires AETNA plan only.

The Borough shall pay health benefits for all eligible employees and eligible members of the employee family in accordance with the hospital and medical surgical plans as set forth in the Borough's hospitalization and medical surgical plan currently in existence. **[REMOVED SECOND SENTENCE] As per plan document.**

For those employees who retire at age 60 or thereafter and have completed at least 30 years of employment with the Borough (employment in other governmental jurisdictions shall not be calculated to determine years of employment with the Borough), the Borough shall continue the said employee and spouse under the medical insurance policy, the prescription plan and the vision plan the current and applicable to persons covered by this agreement. The said coverage shall terminate upon the employee attaining the age of 65 years irrespective of the age of the spouse and neither the employee nor the spouse shall thereafter be covered. The Borough shall annually be responsible to pay only \$5,040 toward the premium for the coverage and the said employee shall pay the balance of the cost of said premium. Upon the said employee attaining 65 years of age, the Borough shall no longer be responsible to pay any amount towards the premiums and, as stated above, the said employee and his/her spouse shall no longer be covered by the Borough's insurance policy.

The scope and extent of coverage shall be as per the terms of the medical insurance policy in effect during the time that the employee is between 60-65 years of age.

Upon retirement, the qualifying employee shall prepay any additional premium in quarterly payments. The first payment shall be due the Borough of Ringwood by December 31st of the preceding year in which the health benefit coverage will become available.

For those employees who retire and have completed 30 years of service with the Borough, the Borough will continue to pay the cost of the prescription plan premiums and Vision Care coverage. This provision shall not be available to anyone hired after January 1, 2008.

- A. The Borough agrees to continue to provide the current Health Insurance coverage during the lifetime of this Agreement for all eligible employee's family in accordance with the current hospitalization and medical-surgical plans.
- B. The Borough also agrees to continue vision care coverage and prescription plan coverage. Note that the description of the above coverage is on file with the Borough of Ringwood and may be reviewed at any time. (Vision Care Coverage is attached).

- C. The Borough reserves the right to change insurance carriers during the lifetime of the Agreement so long as substantially similar benefits are provided by the new carrier. **[ALL OTHER CONTRACTS READ WITH THIS LANGUAGE EXCEPT FOR PBA]**
- D. Effective March 1, 1998, New Jersey Dental Plan III-A, or its equivalent, with orthodontic coverage, for one (1) party coverage to be paid for on a 50% contributory basis by all members of the bargaining unit, shall be inaugurated.
- E. For each calendar year of the Agreement, the Borough will provide Prescription coverage for each employee covered by the Agreement as follows beginning **November 1, 2008**:

Copays shall be as follows:

\$ 5.00	Generic
\$15.00	Brand preferred
\$30.00	Brand non-preferred
\$10.00	Generic mail order – 3 months supply
\$30.00	Brand preferred mail order – 3 month supply
\$50.00	Brand non-preferred mail order – 3 month supply

- F. The Borough will provide Hepatitis inoculation to the employee.
- G. Effective February 1, 1997 the Borough shall provide disability benefits for all eligible employees. Under this coverage the employee will pay one-third (1/3) of the premium coverage per annum. This Plan and Group Number shall be made an addendum to this agreement once the Plan is determined by the Borough.
- H. Vision Care through the Borough is as follows:

Exam	\$ 40.00	per year
Frames	\$110.00	every other calendar year
Contacts	\$110.00	every other calendar year

ARTICLE XVII

TRAVEL ALLOWANCE

- A. In the event an employee is required to utilize his/her private transportation to an from an authorized program, the employee shall be reimbursed by the Borough at the IRS reimbursement rate.
- B. If an employee is subpoenaed to appear in Ringwood Municipal Court as a witness directly relating to involvements as a Borough employee, the employee shall be reimbursed at the IRS reimbursement rate.
- C. If an employee is subpoenaed to appear in court outside the Borough as a witness directly relating to involvement as a Borough employee, the employee shall be reimbursed at the IRS reimbursement rate.

ARTICLE XVIII

UNIFORM ALLOWANCE

- A. A uniform allowance of \$400 for 2008-2010 shall be payable to each employee for uniforms, subject to the submission of acceptable sales slips and vouchers representing expenditures during the calendar year for which the allowance is granted.
- B. For purposes of this article, a uniform shall be defined by the Police Chief.
- C. Employees shall report to work in complete uniform at their appointed start time.
- D. Uniforms shall only be used when an employee is on duty unless otherwise specified by the Police Chief.

ARTICLE XIX

MISCELLANEOUS

- A. If an employee is subpoenaed to appear in court during working hours as a witness directly relating to involvement as a Borough employee, the employee shall receive time off to attend court.
- B. If an employee is subpoenaed to appear in court during non-scheduled work shift time, as a witness directly relating to involvement as a Borough employee shall receive seventy-five (\$75) dollars per day.
- C. Any full time employee covered by this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.
- D. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.
- E. There shall be no employee parties on Borough time or property.
- F. This Agreement or any amendments hereto shall become final and binding (and after a municipal council resolution authorizing the Mayor to execute said Agreement) after ratification by the Association membership.
- G. The Borough will provide to all full-time dispatchers the opportunity to attend classes to improve their job-related skills upon the written request of the employee to the Chief of Police, and upon approval of the Chief of Police. The Borough will provide education reimbursement upon satisfactory completion of the approved course or program up to \$400 per employee.

Training programs and certifications authorized or required by the Borough, State of New Jersey or Federal Government shall be paid by the Borough. Employees may be authorized to attend training programs or acquire licensure during scheduled working hours subject to the approval of the Chief of Police and the Borough Manager.

- I. Permanent employees who have successfully completed their probationary period are eligible for educational reimbursement provided they obtain pre-approval of the courses for which they intend to seek reimbursement.

Courses pursued must not interfere with the applicant's normal Borough job responsibilities.

- J. Educational reimbursement payments are authorized by the Borough Manager upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "C+" at the graduate level for each course taken, provided the applicant is still employed by the Borough on the date the course is completed.

For the applicant to sustain any educational reimbursement they must remain in the employ of the Borough for one (1) year for each year of education completed and this period shall begin immediately after the last completed course. Should the employee leave the employ of the Borough prior to fulfilling this requirement, then the employee must return any reimbursement received under the following schedule:

- 1. If the employee leaves immediately after completing courses or programs – one hundred percent (100%).
- 2. If the employee leaves one (1) year after completing courses or programs – seventy-five percent (75%).

3. If the employee leaves two (2) years after completing courses or programs – fifty percent (50%).
 4. If the employee leaves three (3) years after completing courses or programs –twenty-five percent (25%).
 5. If the employee leaves four (4) or more years after completing courses or programs – zero percent (0%).
- K. Actual tuition costs for both undergraduate and graduate courses shall be reimbursed at a credit rate not to exceed the per credit rate established by Rutgers, The State University at their Main Campus in New Brunswick, NJ and the total reimbursement shall not exceed five thousand dollars (\$5,000.00) per calendar year in the aggregate. For employees are eligible for such reimbursement, the employee must notify the Borough Manager before April 1st of each year.
- L. The employee is personally responsible for any federal, state and local taxes, which may be due under the current tax laws as a result of having received tuition reimbursement.

ARTICLE XX

DEDUCTIONS FROM SALARY

- A. Upon written request of the Association, the Borough agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. 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 Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorization from its members.
- C. The Association will provide the necessary "Check-Off Authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer. The Association 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 Association to the Borough or in reliance upon the official notification of the Association advising of such changed deduction.

ARTICLE XXI

NO-STRIKE AND NO-LOCKOUT PLEDGE

- A. During the term of this Agreement, the Association agrees on behalf of itself as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agree that it will not cause any lockout.
- B. The Association covenants and agrees that neither the Association 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, walkout or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- C. 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 Association or its members.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

- A. 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 require to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

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 XXIV

DURATION

This Agreement shall be in full force and effect as of **January 1, 2008**, and shall be in effect to and including **December 31, 2010**. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other give notice, in writing, no sooner than one hundred fifty (150) no later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

Should notice be given the terms and conditions of this Agreement shall remain in full force and effect until a new contract is executed with the understanding that any provision as to compensation in such new contract shall be retroactive to the date of, but not including termination as set forth in the first sentence herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood, New Jersey, on this Day of _____, 2008.

RINGWOOD POLICE DISPATCHERS

BY: 

Nina Bertsch

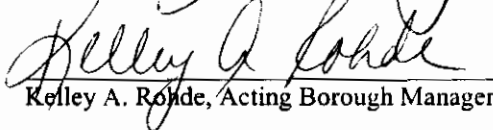

Barbara Ficken

Witness:

BOROUGH OF RINGWOOD ASSOCIATION

BY: 

Walter J. Davison, Jr., Mayor


Kelley A. Rohde, Acting Borough Manager

Witness:
