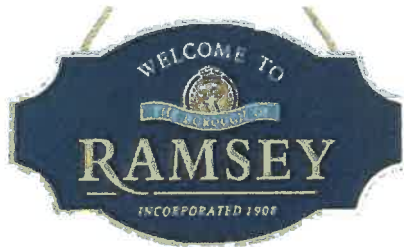


# COLLECTIVE BARGAINING AGREEMENT

**BOROUGH OF RAMSEY  
BERGEN COUNTY, NEW JERSEY**



**And**



**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

**RAMSEY WHITE COLLAR EMPLOYEES**

**January 1, 2022 through December 31, 2025**

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**ARTICLE I**  
**PREAMBLE**

This Agreement made this 27<sup>th</sup> day of January 2022, by and between the BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey, with offices at 33 North Central Avenue, Ramsey, New Jersey (hereinafter called the "Employer" and/or the "Borough"), and United Public Service Employees Union (Ramsey White Collar Unit), located at the Municipal Building, Ramsey, New Jersey, (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

## **ARTICLE II RECOGNITION**

- A. The Borough recognizes the Union as the exclusive representative for the purposes of collective negotiations for all white-collar employees of the Borough of Ramsey, as set forth in the Certification of Representation contained in State of New Jersey Public Employment Relations Commission Docket No. R0-2005-017.
- B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.
- C. In any negotiations, the Union may designate a maximum of five (5) employee members as participants.

**ARTICLE III**  
**PROBATIONARY PERIOD**

- A. Employees hired for a job title that is within the bargaining unit shall be probationary employees for one hundred eighty days immediately succeeding the date of hire. Employees who, in the sole opinion of the Employer, have successfully completed the probationary period shall thereafter be called permanent employees.
  
- B. Probationary employees shall be represented by the Union and covered by this Agreement.

## **ARTICLE IV SICK LEAVE**

### **A. Service Credit for Sick Leave**

1. All full-time employees shall be entitled to sick leave with pay
2. 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.

### **B. Amount of Sick Leave**

1. Full-time employees of the Borough will accrue sick leave at the rate of .8333 days per month (10 days per year).
2. Permanent part-time employees shall be entitled to sick leave in accordance with B1 above however, prorated based on the number of hours in their normal work week (ex. Twenty-one hour (21) normal hour work week would be 60% of full-time work week so six (6) sick days). A sick leave day is defined as the hours in a normal work day for such part-time employee.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year.
4. There will be no compensation for unused accumulated sick leave.

### **C. Reporting of Absence on Sick Leave**

1. If an employee is absent for reasons that entitle him to sick leave, his/her Supervisor shall be notified at least sixty (60) minutes prior to the employee's scheduled or required reporting time.
  - (a) Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
  - (b) Absence without notice for three (3) consecutive days shall constitute a resignation.

### **D. Verification of Sick Leave**

1. An employee who shall be absent on sick leave for more than three (3) consecutive working days may 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 (1) calendar year consisting of periods of less than three (3) days, may be required to submit medical evidence for any additional sick leave in

that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of sick leave or leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required as substantiation for such exposure.

3. The Borough may require an employee who has been absent because of personal illness, accident or exposure to contagious disease, as a condition of his/her return to duty to be examined, at the expense of the Borough by a physician chosen by the employee from a panel of physicians designated by the Borough. Such examination shall substantiate such illness, accident or exposure to contagious disease. In addition, 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.

E. Miscellaneous

1. A full sick leave day shall be charged for a sick leave absence of four (4) or more hours. After three occurrences in a calendar year, a half (1/2) sick leave absence shall be charged for an absence of four (4) or less hours.

2. Personal illness, accident or exposure to contagious disease which occurs while on vacation time cannot be charged against the sick leave allowance.

3. An employee who makes a false claim for sick leave will be subject to discipline.



**ARTICLE V**  
**DEATH BENEFIT**

The widow or widower of an employee who dies in the performance of his duties, other than from natural causes, shall receive a one-time payment of \$50,000 as well as an additional one-time payment of five-thousand (\$5,000.00) dollars for each unemancipated child of the deceased employee.

## **ARTICLE VI UNION SECURITY**

- A. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Union for the purpose of presenting grievances to the employer pursuant to Article VII. The steward may present grievances at mutually convenient times. The Union will notify the Employer of the names of the steward and alternate steward.
  
- B. The Employer will provide one (1) bulletin board at the Borough Hall for the use of the Union for the purpose of posting notices relevant to the business of the Union. Notices shall not contain partisan political material or material defamatory or degrading the Employer or any of the Employer's employees. It shall be the duty of the Union steward to supervise the contents of the notices.
  
- C. The Employer may use the same bulletin board to post notices of a general nature to employees. The parties specifically acknowledge that postings placed by the Employer on the Union's bulletin board shall not include changes to terms and conditions of employment nor shall any such notice be deemed as notice to the Union of a change in terms and conditions of employment.

## ARTICLE VII GRIEVANCE PROCEDURE

- A. A grievance is hereby defined as a controversy arising over the interpretation, application or violation of any of the provisions of this Agreement and may be raised by an individual, the Union on behalf of and at the request of an individual or group of individuals, or the Borough. The Union or the individual employee shall not grieve managerial prerogatives within the meaning of the New Jersey Employer- Employee Relations Act.
- B. The procedure for settlement of grievances shall be as follows:

**Step one-** The Union or an aggrieved employee shall present the grievance to the Borough Administrator within ten (10) days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) working days of the occurrence of the incident shall be deemed waived. The Borough Administrator shall reply to the grievance within five (5) days of its presentation. If this reply is unsatisfactory or if the grievance is not replied to within five (5) days, the grievance shall be deemed to be unsettled and the Union or the aggrieved employee may immediately proceed to Step 2. Time for presentation of a reply to grievances may be extended by express mutual consent.

**Step two –** If the grievance is not settled at Step 1, then the Union or the aggrieved employee may present the grievance to the Mayor and Council by filing a written copy of the grievance and reply within ten (10) days of the completion of Step 2. The grievance shall be heard by the Mayor and Council on a date and at a time convenient for all parties. A written reply shall be made by the Mayor and Council.

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement not settled by the grievance procedure as herein provided may be referred to an arbitrator as hereinafter provided.

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator to hear the dispute.

Unless otherwise agreed by the parties, only one (1) issue shall be presented to the arbitrator. The arbitrator shall render his decision in writing and include reasons for each finding and conclusion. The arbitrator shall not have the power to add to, nor subtract from, or in any way modify this Agreement. Only disciplinary actions of three (3) days or more may be submitted to arbitration.

The decision of the arbitrator is final and binding on the Union and the Employer. The costs of the services of the arbitrator shall be borne equally by the Borough and the Union. All other costs, including but not limited to the presentation of witnesses shall be borne by the party incurring same.

## ARTICLE VIII HOLIDAYS

- A. The thirteen (13) holidays set forth below will be recognized by the Employer.

New Year's Day	Labor Day
Martin L King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas Day

plus, one (1) "floating" holiday

The employee shall have the right to choose any day as his floating holiday provided, he gives the Employer two (2) weeks' notice of same and further that not more than two (2) Employees choose the same floating holiday.

- B. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.
- C. If full time regular hourly employees are required to work on any such holiday, they shall be compensated at one and one-half (1 1/2) times the regular rate of pay.
- D. If the holiday falls on an employee's scheduled day off or on a vacation day, then the employee shall be given another day off.
- E. The employer reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the workday immediately preceding or next following a recognized holiday.
- F. Crossing guards shall receive two holidays (Presidents' Day and Memorial Day)

**ARTICLE IX  
VACATION LEAVE**

A. Paid vacation leave shall be granted to full-time employees based upon their regular straight time rate of pay and upon continuous years of service in accordance with the schedules noted below.

1. During the first calendar year of continuous service, or any part thereof, the employee shall be allowed one (1) vacation day for every two (2) complete months of continuous service for a maximum of six (6) days.
2. The following schedule shall apply during the second (2nd) calendar year of service and thereafter:

During Calendar Year of Service Noted Below	Working Days of Vacation Per Year
2 <sup>nd</sup>	12
3 <sup>rd</sup>	13
4 <sup>th</sup> & 5 <sup>th</sup>	14
6 <sup>th</sup> thru 10 <sup>th</sup>	15
11 <sup>th</sup>	16
12 <sup>th</sup>	17
13 <sup>th</sup>	18
14 <sup>th</sup>	19
15 <sup>th</sup> & thereafter	20

3. Full-time employees in their fifteenth or longer year of service as of January 1, 2022 shall be entitled to twenty-five (25) working days of vacation per year after completion of twenty (20) full calendar years of service.

B. Permanent part-time employees shall be entitled to vacation leave in accordance with A above however, prorated based on the number of hours in their normal work week (ex. Twenty-one hour (21) normal hour work week would be 60% of full-time work week or seven (7) vacation days in year 2 (rounded to nearest half day). A vacation day is defined as the hours in a normal work day for such part-time employee.

C. The Employer shall fix a vacation schedule and the dates upon which each employee is to be granted vacation.

D. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Borough determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Borough may be carried forward into the next succeeding year only.

- E. If a holiday recognized by this Agreement is observed on a working day within an employee's scheduled vacation period, then the employee shall be entitled to an additional day of vacation.
- F. Vacation entitlements are to be determined as of a January 1 of each year.
- G. Employees leaving the employ of the Employer after giving at least two (2) weeks' notice and before the completion of an entire given year shall be paid for the unused vacation allowed them for that year on a prorated basis.

**ARTICLE X  
PERSONAL LEAVE DAYS**

- A. Each full-time employee covered by this Agreement shall receive personal days as follows:
1. During the first calendar year of service:
    - (a) Employees commencing work prior to May 1 - three (3) days.
    - (b) Employees commencing work on or after May 1 - and prior to September 1 - two (2) days.
    - (c) Employees commencing work on or after September 1 - one (1) day;
  2. During the second calendar year of service and each year thereafter three (3) days. Employees already receiving five (5) personal days annually as of calendar year 2021, shall continue to receive five (5) personal days annually.
  3. Part-time employees shall be entitled to two (2) personal leave day per calendar year.
  4. Full-time employees may be granted additional personal days based on the number of sick days utilized in the prior calendar year based on the below. This will begin with sick days utilized in 2022 and additional days granted starting in 2023 (for 2022 sick leave usage).
    - (a) Zero to two (0-2) sick days used – 2 additional personal days granted
    - (b) Three to five (3-5) sick days used – 1 additional personal day granted
  5. Personal leave days are acknowledged to be separate and distinct from sick leave.
  6. Personal days, including those granted based on #4 of this Article may be accumulated to December 31st of the following year only.



## **ARTICLE XI INCENTIVE DAYS**

The previous contract article allowing full-time employees the opportunity to annually earn incentive days, is eliminated effective January 1, 2022. Full-time employees with current incentive day banks may maintain that bank up to 15 days total, with option for payout upon separation at employee's 2021 salary rate. Borough, at its sole discretion, may offer employees the option to sell back banked incentive days prior to separation.

## **ARTICLE XII WORK WEEK & OVERTIME**

- A. Full time employees covered by this Agreement shall have a thirty-five (35) hour workweek, Monday through Friday. Should the Borough wish to implement flextime it will meet with the Union to secure its agreement prior to implementation. Dispatchers covered herein have a forty (40) hour workweek and shall continue to work on a rotating basis, including Saturdays, Sundays and holidays, in accordance with the schedule established by the Police Chief or his designee and notification to the Union in writing of any major schedule changes.
- B. Part-time employees are those who are employed on a basis of six (6) or more hours but less than thirty-five (35) hours average per week throughout the calendar year.
- C. Overtime is defined as time worked at the direction of the Employer in excess of the regular workday or regular workweek (e.g. Saturday and Sunday).
- D. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested.
- E. Employees working overtime will receive compensation at the rate of time and one-half their regular straight time pay or compensatory time off for each such hour worked.
- F. There shall be no pyramiding of overtime. Compensatory time off must be taken in the calendar year earned. All unused Compensatory time shall be paid out at the end of the year in accordance with applicable federal and state law.
- G. A police matron or deputy court administrator who is recalled and reports to work after or before her regular work hours shall be compensated for a minimum of three (3) hours even if she is required to remain at work for less than three (3) hours. Recall shall not be construed to include an extension of the police matron's regular work hours.

**ARTICLE XIII**  
**RETIREMENT-VACATION PAY**

A full- time employee, upon retirement from service, or his/her beneficiary in the event of his death, shall receive straight time pay for any unused vacation days, on a pro• rata basis, to which the employee was entitled during the calendar year of retirement or death.

**ARTICLE XIV**  
**BEREAVEMENT LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off of three (3) consecutive days without loss of pay from the day of death or the day of funeral, one of which shall be the day of death or the day of the funeral.
- B. Verification of death and the relationship of the deceased to the employee may be required by the Borough in order to obtain benefits under this Article.
- C. For purposes of this Article, the immediate family shall be defined as parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-child or other close relation permanently residing in the employee's household at the time of death.
- D. Employees shall be granted twelve (12) bereavement days in the event of the death of a spouse or child. Employees shall be granted one (1) bereavement day in the event of the death of an aunt, uncle, nephew or niece.
- E. For the purpose of this Article, Crossing Guards and Part-time employees shall be granted time off without loss of pay based on their scheduled work hours and shall be subject to consecutive day limit of A above.

**ARTICLE XV  
LONGEVITY PAY**

- A. Longevity Pay has been eliminated for employees hired after June 1, 2008 under previously negotiated contracts between the parties. Starting in 2022 for those employees eligible for longevity pay under previous contracts (hired before 6/1/2008) such longevity pay will be included in their base salary in 2022 and future years at the capped amount under previous agreements. As such, longevity pay is eliminated for all employees effective January 1, 2022.

**ARTICLE XVI**  
**RETIREE INSURANCE BENEFITS**

- A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the Employer, all Blue Cross/Blue Shield Major Medical Insurance benefits and dental insurance benefits shall be continued for retired employees and their immediate families, if applicable, for a maximum of five years, or until the retired employee qualifies for Medicare, or until the retired employee is again employed by any source, whichever shall first occur; however, if an employee shall remain in the employ of the Employer for thirty (30) years or more before retirement, all of his insurance coverage as stated above shall be continued until he qualifies for Medicare. Employees must apply for Medicare coverage as soon as eligible.
  
- B. Employees who are not eligible for the benefits set forth in paragraph A above and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the Employer's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed by the Employer for a period of at least ten (10) years.
  
- C. Retired employees eligible to receive medical and dental benefits in retirement under this Article shall receive the same level of medical and dental insurance benefits afforded to non-retired employees under this contract or as modified in future contracts and shall be subject to 54.5% of the contribution requirements as non-retired employees.

**ARTICLE XVII**  
**DENTAL INSURANCE**

- A. The current group dental insurance benefit program (Delta Dental Plan, Group No. 0002) for full time employees shall remain in effect for the duration of this Agreement.
- B. The current Delta Dental Plan Group Maximum amount payable for services in any calendar year shall be \$2,500.00. The employer may elect to continue same dental policy now in effect and provide enhanced coverage through a self-insured program.
- C. The Borough shall provide and pay the cost of an optional Dental HMO Plan through the Delta Dental Plan provided ' five (5) or more employees enroll for the plan. The Borough shall provide employees with a copy of the plan, list of participating providers and a Delta representative to present and explain the plan.

## **ARTICLE XVIII HEALTH & WELFARE BENEFITS**

- A. The Employer shall provide medical benefits for full-time employees covered by this Agreement. The Borough has elected to participate in the NJ State Health Benefits Plan and employees will have an option to choose from one of those plans offered. While the Borough participates in the NJ State Health Benefits Plan it may elect to change providers subject to section D.
- B. Employees health insurance contributions shall be those rates previously established under Chapter 78 P.L. 2011.
- C. Employer reserves the right, solely at Employer's option to change to, or from, the NJ State Health Benefits Program at any time without renegotiation, or to any other health insurance provider program offering substantially similar benefits to the employee. The Borough will notify the Union in writing ninety (90) days prior to implementing a change in health insurance provider program and provide applicable plan documents.
- D. Medical and dental insurance benefits are afforded to full-time employees only, defined as employees who work at least a 35-hour workweek and not including seasonal or temporary employees.
- E. Employees who have a spouse also employed by (or retired from employment with) a public entity in New Jersey that provides health insurance benefits, shall decide, in conjunction with their spouses, whether they will opt out of health insurance benefits with the Employer and advise the Borough Administrator accordingly in writing. Employees shall have a continuing responsibility to promptly inform the Borough Administrator whenever they have a spouse who is entitled to receive health insurance benefits by virtue of employment with (or retirement from) another public entity in New Jersey and promptly advise the Borough Administrator of their decision with regard to opting out of the Employer's health insurance plan, as set forth herein above. It is expressly understood by the parties hereto that the objective of this provision is to avoid duplicate coverage for a family by public entities in New Jersey employing spouses in that family in furtherance of sound public policy, and is not intended to be punitive or detrimental to employees.



## **ARTICLE XIX RATES OF PAY**

- A. The rates of pay (both annual salaries for full-time and certain part-time employees and hourly rates for other part-time employees) will reflect an annual increase of 2.00% for each year of the agreement. In addition, employees shall receive a one-time 1.95% salary adjustment prior to the calculation of the 2022 salary. This adjustment is not retroactive to 2021. Certain employees impacted by the contract changes to Article XVIII modifying all employee health insurance contributions to those under Chapter 78 P.L. 2011, will have the 1.95% salary adjustment and the 2.00% annual increase for 2022 eliminated. Hourly rates for crossing guards inclusive of increases are reflected in Appendix I.
  
- B. Minimum starting salaries or wages for new employees hired during the term of this Agreement shall be as detailed in Appendix II. Employer in its sole discretion may decide to place a new hire above the minimum due to prior work experience, certifications or other qualifications.

**ARTICLE XX**  
**UNPAID LEAVE OF ABSENCE**

- A. A permanent full-time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of his/her supervisor and at the discretion of the Mayor and Council and subject to the needs of the Borough.
- B. A leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by the supervisor and at the discretion of the Mayor and Council.
- C. The Employer reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five (5) working days.
- D. All decisions of the Employer regarding leaves of absence shall be discretionary.
- E. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his/her leave from his/her title.
- F. During all personal leaves of absence, seniority shall be retained; however, seniority shall not accrue during the period for the leave of absence, and, upon return, the employee shall have no greater seniority than the time that the employee commenced his/her leave of absence.
- G. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this Agreement.

**ARTICLE XXI**  
**LEAVE FOR JURY DUTY**

- A. Full-time and Part-time employees summoned for jury duty will be granted a leave of absence with pay for a period not to exceed two (2) weeks as follows: employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty.
- B. Employees shall notify the Employer within one (1) working day of the receipt of the summons of jury duty. Employees must produce the summons for jury duty in order to receive benefits under this article.
- C. If employees are dismissed from jury duty and can reasonably return to the workplace prior to 1:30 p.m. they shall return to work.
- D. For the purposes of this Article, Crossing Guards shall be granted time off without loss of pay pro-rata based on their work schedule.

## **ARTICLE XXII SENIORITY**

- A. The seniority of an employee is hereby defined as the period of continuous service as a full- time employee dating from the most recent date of hire. The Employer will forward to the Union within ten (10) days of the date of this Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.
- B. The seniority of an employee as defined in this Article will be a factor for consideration in cases of layoffs, recalls and seniority. Other factors for consideration will be employee's training, experience and ability to perform the work required by the Employer.
- C. Seniority shall be lost by an employee for the following reason: voluntary quitting, failure to report back for work no longer than three (3) working days following the conclusion of a leave of absence, discharge for cause, failure to be called back to work for a period of twelve (12) months after a layoff.
- D. That time during which an employee is on leave of absence or on layoff status shall not be considered as continuous service time for the purposes of calculating seniority under this provision. Therefore, if an employee is called backed to work after being laid off or returns from a leave of absence, his seniority shall be no greater than that which he had on the date of his/her layoff or the date he/she commenced his leave of absence.

**ARTICLE XXIII  
PERSONNEL AND ADVANCEMENT**

Employees shall have the opportunity for advancement from lower employment positions to higher employment positions, if qualified.

If the Borough preapproves and agrees to pay for any employee certifications or courses taken by the employee and the employee leaves employment with the Borough within 18 months of the Borough's payment for these courses, the employee shall reimburse the Borough.

**ARTICLE XXIV  
NON DISCRIMINATION**

Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin, age, disability, or membership or non-membership in the Union.

**ARTICLE XXV  
MANAGEMENT RIGHTS**

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this contract 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 right to:
1. Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
  2. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.
  3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for cause, or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of Policies, rules, regulations and practices and the 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 the United States, and ordinances of the Borough of Ramsey.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

**ARTICLE XXVI**  
**NO STRIKE- NO LOCKOUT**

- A. The Union covenants and agrees that during the terms of this Agreement neither the Union 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 concerted willful absence of an employee covered hereunder from his duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Employer will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.
- C. In the event of a strike, slowdown, walkout or job action, the Union shall take all steps which are necessary to insure that the employees\_ covered under this Agreement return to work promptly, including a public disavowal of the actions of such employees and directing such employees to report to work promptly.
- D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be grounds for disciplinary action including possible termination of employment of such employee or employees.
- E. 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 Union or its members.



**ARTICLE XXVII  
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 XXVIII**  
**ENTIRE AGREEMENT**

- A. This agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the terms of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.
  
- B. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

**ARTICLE XXIX  
UNION RELEASE TIME**

The Shop Steward shall be allowed up to three (3) hours per month to attend Union meetings. The alternate Shop Steward shall be allowed up to one and one-half (1 1/2) hours per month to attend Union meetings. The Shop Steward and Alternate Shop Steward shall be allowed up to one (1) day per year to attend the annual Shop Steward Seminar.

**ARTICLE XXX**  
**JOB RELATED INJURIES**

The Employer will continue to provide coverage for all employees covered by this Agreement under a Worker's Compensation Insurance Policy as such coverage may be required by statute.

**ARTICLE XXXI**  
**UNION DUES DEDUCTIONS FROM SALARY**

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 2:14-15.9e. Said monies together with records of any corrections shall be transmitted to the Union's office by the fifteenth (15<sup>th</sup>) of each month following the pay period in which the deductions were made.
- B. If during the life of the Agreement there shall be any changes in the rate of membership dues, the Union 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 showing the authorized deduction for each employee or an official notification on letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms, which shall represent the members authorization for the Union Dues deduction. The Union shall indemnify, defend, and hold 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 the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

**AGENCY SHOP DEDUCTIONS**

- A. Upon the request of the Union, the Employer shall deduct a representative fee from the wages of each employee who is not a member for the Union.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- C. The amount of said representative fee may be certified to the employer by the Union, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments charged by the Union to its own members.
- D. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claim of loss whatsoever as a result of said deductions.
- E. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15<sup>th</sup> of the month, following the month in which such deductions were made.
- F. The Union shall establish and maintain at all times a demand and return system as required by N.J.S.A. 34:13A-5.5c and 5.6. Membership in the Union shall be made available to all employees in the unit on an equal basis at all times


**ARTICLE XXXII  
TERM AND RENEWAL**


This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2025, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred-twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Ramsey, New Jersey, on this 25<sup>th</sup> day of January 2022.

**BOROUGH OF RAMSEY**  
Bergen County, NJ

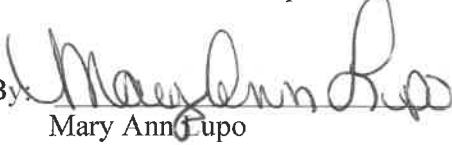
**UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
(Ramsey White Collar Unit)**

By:   
Deirdre Dillon, Mayor

By:   
Kevin E. Boyle, Jr., President

Attest:   
Meredith Bendian  
Borough Clerk

By:   
Mark McCart  
Labor Relations Representative

By:   
Mary Ann Cupo  
Shop Steward

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

## APPENDIX I SALARY SCHEDULE

### Crossing Guards Hired Prior to 8/1/2018

	2022	2023	2024	2025
X-ing Gd #1	\$27.90	\$28.46	\$29.03	\$29.61
X-ing Gd #2	\$28.98	\$29.53	\$30.12	\$30.72
X-ing Gd #3	\$29.93	\$30.53	\$31.14	\$31.76
Sub X-ing Gd	\$25.67	\$26.18	\$26.71	\$27.24

### Crossing Guards Hired (Hired Prior to 8/1/2018)

- Grade # 1      Less than 5-years of service with Ramsey
- Grade #2 -    5-years of service but less than 10-years of service with Ramsey
- Grade #3 -    10 or more years of service with Ramsey

### Crossing Guards Hired After 8/1/2018

	2022
Step 1	\$19.20
Step 2	\$19.70
Step 3	\$20.20
Step 4	\$20.70
Step 5	\$21.20
Sub	\$19.20

Crossing guards top of guide or off guide shall receive the general wage increase

Crossing Guards receive up to a maximum of two (2) snow days per school year.

**APPENDIX II  
MINIMUM STARTING SALARY GUIDE**

**Full Time Positions – Annual Base Salaries**

Administrative Assistant	\$40,000.00
Department Clerk	\$40,000.00
Department Senior Clerk	\$42,000.00
Deputy Court Administrator	\$40,000.00
Dispatcher	\$39,000.00
Inspection Coordinator	\$40,000.00
Planning Bd & Zoning Admin. Secretary	\$48,000.00
Police Chief Admin Asst	\$48,000.00
Receptionist	\$39,000.00
Records Clerk	\$39,000.00
Technical Assistant	\$49,000.00

**Part-Time Positions – Hourly Rates**

Department Clerk	\$17.00
Dispatchers	\$19.00
Inspectors	\$20.00
Assistant Zoning Officer	\$22.00



**APPENDIX III  
COMMUNICATIONS OFFICERS/POLICE DISPATCHERS  
SALARY GUIDE**

	2022	2023	2024	2025
<b>Step 1</b>	<b>\$ 39,000</b>	<b>\$ 39,000</b>	<b>\$ 39,000</b>	<b>\$ 39,000</b>
<b>Step 2</b>	<b>\$ 41,000</b>	<b>\$ 41,000</b>	<b>\$ 41,000</b>	<b>\$ 41,000</b>
<b>Step 3</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>
<b>Step 4</b>	<b>\$ 49,000</b>	<b>\$ 49,980</b>	<b>\$ 50,980</b>	<b>\$ 52,000</b>

***PER DIEM HOURLY***

<b>Initial</b>	<b>\$ 16.00</b>
<b>Post 90 Day Training &amp; Review</b>	<b>\$ 20.00</b>

## APPENDIX IV COMMUNICATIONS OFFICERS

### A. Hours of Work

1. Communications Officers / Police Dispatchers covered herein work a 60/24-hour schedule also known as the “Pitman” rotation. The first week of a pay period a dispatcher shall work 60 hours and the second work week is 24 hours. This rotation requires dispatchers to work on a rotating basis, including Saturdays, Sundays and holidays, in accordance with the schedule established by the Chief of Police or designee. The Union shall be notified in writing prior to any change to the permanent schedule. The Union designee/Steward shall be notified in writing prior to any temporary change to the permanent schedule.
2. This rotation equates to 84 hours a paycheck (every 14 days). Dispatchers will be compensated an additional 110 hours annually of Kelly time.
3. 12-hour shifts
  - i. Day Shift
    1. 07:00-19:00
  - ii. Night Shift
    1. 19:00-07:00
  - iii. No Double Shifts shall be permitted
  - iv. A maximum of four (4) Hours of Overtime may be worked contiguously before or after the shift.
  - v. Every Employee shall be scheduled for a minimum of two (2) consecutive days off per week.

### B. Overtime Rotation

1. In accordance with Department Policy, the full -time Communications Officers are to be called first in the rotation, starting with the Communications Officer who follows the employee who took the last overtime shift.
2. The full-time Communications Officers shall advise all Communications Officers through electronic and other means of available overtime opportunities.
3. Communications Officers shall have 72 hours to respond and fill pre-picked vacancies except in an emergent situation when a shift may be filled at the Chief’s, or designee’s, discretion. All vacancies taken within a short period of time must be filled immediately.
4. If more than one Communications Officer volunteers, the Senior Communications Officer, based on a rotating seniority list shall be assigned to the shift.
5. If no full-time or part-time Communications Officer fills the overtime vacancy, it may be then offered to Police Officers per the Chain of Command.

### C. School Training Policy

1. Communications Officers are entitled to training courses to maintain their certification. Such training will be scheduled on regular workdays. The Borough will pay any fees associated with said training. The approval of such certifications must be equitable and fair. To be qualified:
  - i. The certification must be directly work related.
  - ii. Must be pre-approved by the Chief or designee.

2. When a Communications Officer is scheduled for training on his/her regular workday, the hours between the start of the scheduled shift and the start of training will be considered travel time provided the training begins prior to 10:00 AM. The Communications Officer will be required to return to duty at the completions of the training and report to the Supervisor until the end of the regularly scheduled shift. The employee may opt, with authorization, to use utilize accumulated time off.
3. If the training occurs on a regularly scheduled day off, their schedule will be adjusted to accommodate the training.

#### D. Scheduled Time off Requests

1. Vacation requests between Memorial Day and Labor Day. In keeping with the current PD practice, pre-picked vacation time is initially limited to 2 weeks (7 consecutive work days). These picks are completed in the order of seniority. Dispatchers will not be able to request their two weeks if they conflict with weeks previously assigned to a senior dispatcher. Once the four vacations are scheduled, dispatchers may be able to choose additional time outside of time already selected. In other words, they will pick time against each other based upon seniority. All other time requests will revert to the current standing practices.
2. Personal, comp, and incentive time can create patrol overtime with no advanced notice, as long as there no other employee is already on personal or incentive day. A second day may be granted at the discretion of the chief or designee.
3. Sick time should be used in accordance with the borough/departments sick time policy.

#### E. Uniforms

1. As per the current practice, the Borough of Ramsey shall provide Uniforms consisting of new shirts and pants. Pants shall be provided annually. Shirts shall be provided each year alternating between long and short sleeved. This is in lieu of a uniform allowance.
2. Additionally, the Borough of Ramsey shall provide each full time Communications Officer with Uniform Shoes.

#### F. Miscellaneous:

1. Outstanding Service – Any employee who is the recipient of an award for Outstanding Service by the governing body of the State, County or Municipal governing body or organization shall receive one (1) paid leave day.
2. Dispatchers to be added to the random employee sampling for drug testing. The testing will be conducted in accordance with the New Jersey Attorney Generals Office guidelines and Department Policy VIC4. Dispatchers to be added to VIC4

Appendix V

THIS AGREEMENT ("Agreement") is made this 22nd day of February, 2021, between **THE BOROUGH OF RAMSEY**, a municipal corporation in the County of Bergen and State of New Jersey with offices located at 33 North Central Avenue, Ramsey, New Jersey (hereinafter referred to as the "Borough") and **UNITED PUBLIC SERVICE EMPLOYEES UNION WHITE COLLAR UNIT**, with offices located at 3555 Veterans Highway, Suite H, Ronkonkoma, New York (hereinafter referred to as the "Union").

**WHEREFORE**, on the 25<sup>th</sup> day of July, 2018, the Borough of Ramsey, a municipal corporation in the County of Bergen and State of New Jersey and the United Public Service Employees Union White Collar Unit, entered into an agreement representing the complete and final understanding on all bargainable issues between the Borough and the Union; and

**WHEREFORE**, said agreement is to expire on December 31, 2020; and

**WHEREFORE**, the Parties desire to extend the current agreement collectively negotiated agreement for one (1) year to December 31, 2021.

**NOW, THEREFORE, BE IT AGREED** by the Parties


- 1) The Parties Collectively Negotiated Agreement due to expire on December 31, 2020 be and hereby is extended one (1) year to December 31, 2021.
- 2) The salaries and salary step guides will remain at 2020 levels with no increase.
- 3) Employee health insurance contributions shall remain at 2020 levels assuming no change in plan or coverage level. If an employee elects to change health plan or coverage levels for 2021, said employee's contribution will be based upon the 2021 plan and coverage costs.
- 4) This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2021.

IN WITNESS WHEREOF, the Parties have herunto set their hands and seals at the  
Borough of Ramsey, New Jersey on this 3<sup>rd</sup> day of February, 2021.


**THE BOROUGH OF RAMSEY**

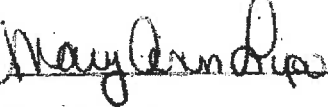
**UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
(Ramsey White Collar Unit)**

By:   
Deirdre Dillon, Mayor

By:  2/22/2021  
Kevin E. Boyle, Jr., President

Attest:   
Meredith Bendian  
Borough Clerk

By:  2/22/2021  
Mark McCart  
Labor Relations Representative

By:  2/23/2021  
Shop Steward

By: \_\_\_\_\_  
Shop Steward

Attest: \_\_\_\_\_