

3-0876

Contract no. 280

02-48

VAULT FILE

AGREEMENT

BETWEEN

BOROUGH OF RAMSEY  
BERGEN COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

LOCAL NO. 155

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January 1, 1991 through December 31, 1992

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Law Offices:

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Madison, New Jersey 07940

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PREAMBLE

THIS AGREEMENT is made and entered into this *12th* day of September, 1990, by and between the BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey (hereinafter called the "Borough"), and the POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 155, a non-profit fraternal organization of the State of New Jersey, having an address at P.O. Box 92, Ramsey, New Jersey (hereinafter called the "Association")

ARTICLE I

DURATION

This Agreement shall be effective from January 1, 1991 through December 31, 1992.

ARTICLE II

COVERED EMPLOYEES

This Agreement shall apply to all full time and permanently appointed patrolmen, sergeants and lieutenants (the "employees").

ARTICLE III

SALARY SCHEDULES

The following base salary schedules are hereby established for employees for the calendar years as noted:

	<u>1991</u>	<u>1992</u>
Lieutenants	\$57,396.91	\$61,387.69

Sergeants	\$52,782.46	\$56,477.23
Patrolmen (5th year)	\$48,167.97	\$51,539.72
Patrolmen (4th year)	\$44,718.08	\$47,848.34
Patrolmen (3rd year)	\$42,126.94	\$45,075.82
Patrolmen (2nd year)	\$39,430.45	\$42,190.58

ARTICLE IV

CLOTHING ALLOWANCE

A. An employee shall receive a clothing allowance in accordance with the schedule noted below:

1. \$925.00 in 1991
2. \$1,000.00 in 1992

B. The aforementioned amounts shall be pro-rated for the portions of the year worked.

C. The cost of any change in uniform requirements initiated by the Chief of Police shall be borne by the Borough.

ARTICLE V

SICK LEAVE

A. Sick leave is hereby defined to mean paid leave that may be granted to a full time employee who through sickness or injury is mentally or physically incapacitated to a degree that makes it impossible for such employee to perform the duties of this position, or who is quarantined by a physician because of exposure to a contagious disease.

B. All full-time employees in the employ of the Borough on or before October 13, 1988 (including Patrolman Huth and Patrolman Novakowski) shall be granted twenty three and one-half (23 1/2) working days of sick leave per year.

C. All full-time employees hired after October 13, 1988 shall be granted sick leave as follows:

1. During the first calendar year of employment, one (1) working day for each full month of service.

2. Thereafter, one and one-quarter (1 1/4) working days per month or a total of fifteen (15) working days per year.

D. Sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year and may be used when needed for sick leave purposes.

E. When an employee does not report for work for a period of three (3) consecutive duty days or more during a calendar year because of sick leave, the employee shall be required at his expense to furnish proof of inability to work on the days absent. Such proof shall be furnished by submitting to the Borough Administrator upon resumption of work by the employee a certificate signed by a licensed physician in attendance stating that the employee on the date or dates of absence was mentally or physically incapacitated to a degree that made it impossible for such employee to perform the duties of his position or was quarantined because of exposure to a contagious disease. The Borough may require the employee to submit to an examination by a physician chosen and paid by the Borough in order to substantiate such mental or physical

incapacitation. The Borough may consider abuse of sick leave as a cause for disciplinary action.

F. A sick leave day shall be charged for an absence of more than four (4) hours. Sickness incurred while on vacation time cannot be charged against sick leave allowance.

G. In order to receive compensation while absent on sick leave, the employee shall notify his supervisor of the intended absence at least sixty (60) minutes before the time set for the employee to begin work except in an emergency. An employee who is absent from work for three (3) or more consecutive days and who does not notify his supervisor or the Borough Administrator or the Borough Administrator's deputy during the first three (3) days of absence shall be subject to dismissal from employment.

H. Upon termination of employment by regular retirement, an employee shall be entitled to receive severance pay in an amount equal to fifty (50%) percent of his accumulated sick leave days or to fifty (50%) percent of his accumulated sick leave days off. If an employee chooses to receive severance pay in lieu of sick days off, he shall so notify the Borough at least six (6) months prior to the date of retirement. An employee whose employment is terminated prior to regular retirement and who has been employed for more than five (5) years shall be entitled to receive severance pay in an amount equal to twenty-five (25%) percent of his accumulated sick leave days or to twenty-five (25%) percent of his accumulated sick leave days off. An employee whose employment is terminated prior to regular retirement because of job related

disability and who has been employed for more than five (5) years shall be entitled to receive severance pay in the amount equal to fifty (50%) percent of his accumulated sick leave days or to fifty (50%) percent of his accumulated sick leave days off. A severance pay shall be computed based upon the average pay to the employee during the twelve (12) months immediately preceding termination of employment.

I. In the event of an employee's death, his estate shall be entitled to receive whatever sick leave benefits the employee was entitled to at the time of termination of employment.

J. An employee who makes a false claim for sick leave shall be subject to discipline in accordance with the New Jersey statutes and the rules and regulations of the Police Department.

K. The Borough Clerk shall keep records of sick, vacation, military and special leaves, with or without pay.

## ARTICLE VI

### WORKERS COMPENSATION

Upon his return to work, an employee who has been absent from work because of a workers compensation claim shall submit to the Borough a physician's certification that he is fit to return to work.



ARTICLE VII

CHILDREN'S SCHOLARSHIP

The unemancipated children of an employee who dies in the performance of his duties other than from natural causes shall receive a four (4) year full tuition undergraduate scholarship to any public college of the child's choice located in the State of New Jersey or any college within the United States, provided such tuition scholarship shall not exceed the cost of tuition for the undergraduate Arts and Science School at Rutgers University. Such college education shall be completed within five (5) years from the date of its commencement.

ARTICLE VIII

DEATH BENEFIT

The widow of an employee who dies in the performance of his duties other than from natural causes shall receive twenty-five (25%) percent of the employee's yearly salary at the time of his death and five hundred (\$500.00) dollars for each unemancipated child of the employee.

ARTICLE IX

FUNERAL DETAILS

The Borough shall establish funeral details which shall be comprised of two (2) employees. The two (2) employees assigned to a funeral detail shall receive one (1) day's paid leave to attend

the funeral of any police officer killed in the performance of his duties anywhere in Bergen County, New Jersey.

ARTICLE X

HOSPITAL ROOM AND GUARD

An employee who has been hospitalized as a result of injuries sustained in the performance of his duties and who has had a threat made against his life in connection with sustaining such injuries shall be provided with a private hospital room and police guard, provided such threat is substantiated by the Borough and provided such threat is continuing.

ARTICLE XI

FIREARM QUALIFICATION

An employee shall be paid for the purpose of annual firearm qualification and the ammunition for such annual firearm qualification shall be provided by the Borough.

ARTICLE XII

COLLEGE CREDIT REIMBURSEMENT

1. An employee who successfully completes a course of study in an accredited college or university shall be reimbursed by the Borough for the cost of such course of study in an amount not to exceed forty-five (\$45.00) dollars per credit, provided the Borough has determined the course of study to be pertinent to the

employee's employment and has approved the course of study prior to his commencement of same. In determining the pertinency of the course of study the Borough shall confer with the Chief of the Police Department. The parties agree that courses leading to a degree in Criminal Justice, Police Science or Public Administration (including all core requirement subjects) are pertinent to employment and thus shall be approved. Other courses may be approved if they are deemed by the Borough to be pertinent to employment. All such courses must be approved prior to the commencement thereof. In the event that an employee changes his major to one which is not Criminal Justice, Police Science or Public Administration, he shall reimburse the Borough for all amounts paid to him for courses which are not pertinent to his employment.

2. Employees who attend any organized in-service or police-related seminars or courses at a police academy, approved training facility or approved seminar location during their off-duty time shall be compensated in the amount of \$150.00 if they complete at least 40 hours of course work during the calendar year, and shall be compensated in the amount of \$300.00 if they complete at least 80 hours of course work during the calendar year, provided, however, that all such course work shall be subject to the prior review and approval of the Chief of Police.

ARTICLE XIII

LEAVE FOR OUTSTANDING SERVICE

An employee shall be provided with one (1) paid leave day in any year in which the employee receives an award for outstanding police service by the governing body of any municipality or a recognized County or State police organization.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements, or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, a group of individuals, the Association at the request of and on behalf of an individual or group of individuals, or the Borough.

B. Grievances shall be in writing and may be initiated by an individual employee to the Chief of Police or his deputy within thirty (30) calendar days after the event giving rise to the grievance has occurred. If the grievance is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it may be presented by the authorized PBA representative.

C. When the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

STEP 1:

The President of the PBA or his duly authorized designated representative shall present the grievance in writing to the Police Chief or his duly designated representative. The Police Chief shall answer the grievance in writing within ten (10) days.

STEP 2:

If the grievance is not resolved at Step 1, or if no answer has been received by the PBA within the time set forth in Step 1, the PBA shall present the grievance within ten (10) days in writing to the Public Safety Committee. This presentation shall set forth the position of the PBA and at the request of either party, discussions may ensue. The Public Safety Committee shall answer the grievance in writing within twenty (20) days after receipt of the grievance setting forth the position of the Borough.

STEP 3:

If the grievance is not resolved at Step 2, or if no answer has been received by the PBA within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Council. The final decision of the Mayor and Council shall be given to the PBA in writing within thirty (30) days after the receipt of the grievance by the Mayor and Council.

ARTICLE XV

ARBITRATION

STEP 1:

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.

STEP 2:

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 New Jersey State Board of Mediation to appoint an arbitrator to hear the dispute.

STEP 3:

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, subtract from or in any way modify this Agreement.

STEP 4:

The decision of the arbitrator shall be final and binding on the PBA and the Employer.

STEP 5:

The costs of the services of the arbitrator shall be borne equally by the Borough and the PBA. All other costs, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

ARTICLE XVI

REPRESENTATION FEE IN LIEU OF DUES

A. Purpose of Fee: If any employee covered by this Agreement does not become a member of the PBA during any membership year (i.e. from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

B. Amount of Fee:

1. Notification

Prior to the beginning of each membership year, the PBA will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the PBA shall submit to the Borough a list of those employees who have not become members of the PBA for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. Payroll Deduction Schedule

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement



is executed. The deductions will begin with the first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list by the Borough; or

b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible,

be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes

The PBA will notify the Borough in writing of any changes in the list provided for in C-1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such

purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

E. The Association will provide the necessary "check off authorization" form and deliver the signed form 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.

## ARTICLE XVII

### HOLIDAYS

A. Employees shall be provided with fourteen (14) paid holidays per year. At least seven (7) such days shall be selected prior to January 1 of each year and the remaining seven (7) shall be selected prior to July 1 of each year. The days may be selected and taken in blocks of days or individual days.

B. The days shall be allotted on a first come, first serve basis and if more than one (1) employee at the same time requests the same day, the employee with the most seniority in the Police Department shall be given the day. No days shall be taken (i) between June 20 and September 7, (ii) during the month of December, or (iii) if a member of the same squad is off on a vacation day.

ARTICLE XVIII

VACATIONS

A. During the first calendar year of continuous service or part thereof, the employee shall be allowed one (1) vacation day for every two (2) months of continuous service for a maximum of six (6) days.

B. During the second calendar year of service and until the completion of five (5) full calendar years of service, the employee will be entitled to two (2) weeks (ten working days) vacation each year.

C. During the sixth (6th) calendar year of service, the employee shall be entitled to eleven (11) working days vacation per year.

D. During the seventh (7th) calendar year of service, the employee shall be entitled to twelve (12) working days vacation per year.

E. During the eighth (8th) calendar year of service, the employee shall be entitled to thirteen (13) working days vacation per year.

F. During the ninth (9th) calendar year of service, the employee shall be entitled to fourteen (14) working days vacation per year.

G. During the tenth (10th) calendar year of service, the employee shall be entitled to fifteen (15) working days vacation per year.

H. During the eleventh (11th) calendar year of service, the employee shall be entitled to sixteen (16) working days vacation per year.

I. During the twelfth (12th) calendar year of service, the employee shall be entitled to seventeen (17) working days vacation per year.

J. During the thirteenth (13th) calendar year of service, the employee shall be entitled to eighteen (18) working days vacation per year.

K. During the fourteenth (14th) calendar year of service, the employee shall be entitled to nineteen (19) working days vacation per year.

L. During the fifteenth (15th) through the twentieth (20th) calendar year of service, the employee shall be entitled to twenty (20) working days vacation per year.

M. During the twenty-first (21st) through twenty-second (22nd) calendar year of service, the employee shall be entitled to twenty-five (25) working days vacation per year.

N. During the twenty-third (23rd) through the twenty-fifth (25th) calendar year of service, the employee shall be entitled to twenty-six (26) days vacation per year.

O. During the twenty-sixth (26th) calendar year of service and thereafter, the employee shall be entitled to twenty-seven (27) days vacation per year.

P. A maximum of 5 (five) working days vacation may be carried over for one year at the discretion of the Chief of Police.

ARTICLE XIX

PERSONAL DAYS

A. An employee shall be provided with the following personal days per year:

a. During the first calendar year of continuous service:

(1) employees commencing work prior to May 1 - three (3) days.

(2) employees commencing work on or after May 1 and prior to September 1 - two (2) days.

(3) employees commencing work on or after September 1 - one (1) day.

b. Three (3) days during the second full calendar year of continuous service through the tenth full calendar year of continuous service.

c. Four (4) days during the eleventh full calendar year of continuous service through the fifteenth full calendar year of continuous service.

d. Five (5) days after the fifteenth full calendar year of continuous service.

Personal days may be accumulated to December 31 of the following year.

B. An employee shall not be granted a personal day if another member of the employee's tour of duty has already been granted a personal day which would encompass that particular tour of duty. Such requirement may be waived by the Police Chief if,

in his discretion, he determines that there is an emergency situation warranting the granting of the personal day.

ARTICLE XX

INCENTIVE DAYS

An employee shall be provided with one (1) additional personal day if the employee does not take a sick day during a period of one hundred eighty (180) consecutive days. Thereafter, the employee shall receive one (1) additional personal day for each ninety (90) consecutive days during which he does not take a sick day. In the event that he does take a sick day, he shall be required to work one hundred eighty (180) consecutive days before being entitled to the additional personal day.

ARTICLE XXI

PERSONNEL FILE - EXPUNCTION OF COMPLAINTS

A. Materials in an employee's personnel file relating to complaints against the employee, which in the discretion of the Chief are determined to be unfounded, will be removed from such file.

B. In the event that a criminal, quasi-criminal or administrative complaint or charge is brought against an employee and the employee is found not guilty or the complaint or charge is dismissed, the complaint or charge shall be expunged by the Borough from the employee's record not more than one (1) year after acquittal or dismissal of the charge, subject to the calendar of

the Superior Court. Any cost associated with such expunction shall be borne by the Borough.

#### ARTICLE XXII

##### PERSONNEL FILE - RIGHT OF ACCESS

An employee will be notified when any item is placed in his/her personnel file. An employee, an employee's attorney or the employee's Association representative shall have the right to inspect the employee's personnel file at reasonable times provided, however, than an inspection by the employee's attorney or the Association representative shall be authorized in writing by the employee and furnished to the Borough prior to the inspection.

#### ARTICLE XXIII

##### NO POLYGRAPH TEST

In investigating the activities of an employee, the Borough shall not order, request or offer to an employee a polygraph test except that such test shall be made available to an employee upon his request.

#### ARTICLE XXIV

##### PERSONAL PROPERTY REIMBURSEMENT

An employee shall be reimbursed for the loss of or damage to any personal items or property incurred in the performance of his duties provided that such loss or damage is substantiated to the satisfaction of the Chief of Police.



ARTICLE XXV

PERFORMANCE OF DUTIES OF A HIGHER RANK

An employee designated by the Borough's governing body to perform the duties of a higher ranking police officer for a temporary period shall receive the same rate of compensation during such temporary period as would be paid to the higher police rank.

ARTICLE XXVI

RECALL FOR REGULAR DUTY OR NON-MUNICIPAL COURT

An off-duty employee who is recalled and reports to work for either regular duty or a non-municipal court appearance shall be compensated for a minimum of two (2) hours in 1991 and three (3) hours in 1992 and thereafter, even if he is required to remain on duty for less than two (2) or three (3) hours, as applicable. Recall shall not be construed to include an extension of the employee's regular tour of duty.

ARTICLE XXVII

RECALL FOR MUNICIPAL COURT

An employee who is off duty and who is recalled to work for a municipal court appearance shall be subject to the following:

A. An employee shall receive no compensation if the court recall is cancelled by notifying the employee at least eight (8) hours prior to the time of court appearance.

B. An employee shall be compensated for a minimum of two (2) hours in 1991 and three (3) hours in 1992 and thereafter, if the court recall is not cancelled by notifying the employee at least eight (8) hours prior to the time of the court appearance.

C. An employee shall be compensated for a minimum of three (3) hours even if his municipal court appearance is concluded in less than three (3) hours.

D. Notice to an employee as required by the provisions of this paragraph may be given personally, in writing or by telephone. Notice given by telephone to a member of the employee's family shall be deemed to be notice to the employee.

#### ARTICLE XXVIII

##### PERFORMANCE OF DUTIES DURING OFF HOURS - BENEFITS

An employee who performs police duties during his off duty hours shall be entitled to all benefits which would have accrued to him had he been on duty at the time the duties were performed, which benefits shall include but not be limited to a minimum recall, overtime compensation and insurance. The performance of such duties shall be considered recall and all provisions of minimum recall shall be applicable. Any assistance or testimony subsequently required of the employee by any governmental agency in civil, criminal or administrative proceedings as a result of his off duty actions shall be similarly compensated according to the provisions of this Agreement.

ARTICLE XXIX

OVERTIME

A. During the term of this Agreement, overtime premiums shall be paid at the rate of time and one-half (1 1/2) for all time worked in excess of forty (40) hours in a regularly scheduled tour or for any hours on a regularly scheduled day off or vacation day. Overtime shall be inclusive of all time spent in performance of duty or time required to be spent by the Mayor or Council or Chief of Police in excess of the normal tour of duty, including but not limited to the practice of shooting weapons. Overtime premiums shall be paid at the rate of time and one-half (1 1/2) for all time required for court appearances.

B. The aforementioned provisions shall be subject to the following conditions:

1. No employee shall be dropped from his regularly scheduled tour because of overtime assigned.

2. "Forty (40) hours" shall mean forty (40) hours worked.

3. An employee shall not be requested or ordered to work on a regularly scheduled day off if he was on sick leave during the preceding regularly scheduled tour except where the Chief of Police deems it necessary for him to work on a regularly scheduled day off. In such event, he shall be paid at a rate of time and one-half (1 1/2).

C. All overtime duty shall be distributed as equitable as possible among employees on a rotation basis.

D. Employees who work extra details shall be compensated at the rate of time and one-half (1 1/2) for all hours worked on extra details, provided that they have not taken a sick day on the regular tour before, during or after the day of the extra detail worked.

ARTICLE XXX

RETIREMENT - VACATION PAY

An employee upon retirement from service, or his beneficiary in the event of his death, shall be entitled to vacation pay which was unpaid at the time of his retirement or death.

ARTICLE XXXI

RETIREMENT - DUTY HANDGUN

An employee upon retirement may retain the duty handgun supplied to him by the Borough.

ARTICLE XXXII

PERSONNEL MEETINGS

Either of the parties to this Agreement may request up to two (2) personnel meetings per year at no cost to the Borough. The meetings shall be held at a mutually convenient time and place and within four (4) days from receipt of a notice requesting such meeting unless otherwise agreed to by the parties.

ARTICLE XXXIII

BULLET PROOF VEST

A. An employee who purchased his own bullet proof vest prior to same being supplied by the Borough shall be reimbursed the cost of such bullet proof vest at its present depreciated value.

B. A bullet proof vest of an employee which in accordance with the manufacturer's specifications has been determined by the Chief of Police or his designee to have deteriorated and require replacement will be replaced and paid for by the Borough, provided the employee agrees to wear such bullet proof vest while on duty.

ARTICLE XXXIV

BEREAVEMENT LEAVE

Upon the death of a member of the immediate family, as defined below, employees may request bereavement leave with pay for a period not to exceed three (3) days. Employees may be required to produce proof of death and relationship to obtain the benefits under this Article. A member of the immediate family for the purpose of this Article is defined as spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other close relative living permanently in the employee's household.

ARTICLE XXXV

LONGEVITY COMPENSATION

A. In addition to the salaries hereinbefore set forth above, all employees shall receive longevity compensation computed at two (2%) percent of annual compensation for each four (4) years of service to a maximum of ten (10%) percent of said annual compensation.

B. For purposes of calculating longevity entitlement only, an employee's first anniversary shall be determined as follows:

(i) If he started his employment between January 1 and June 30, his first anniversary shall occur on January 1 of the year following the year in which he was hired.

(ii) If he started his employment between July 1 and December 31, his first anniversary shall occur on January 1 of the second year following the year in which he was hired.

ARTICLE XXXVI

RETIREE INSURANCE BENEFITS

A. After twenty-five (25) years of service which is creditable for pension purposes, at least twenty (20) of which must be served in the Borough, or duty incurred disability, or ordinary disability retirement after ten (10) years of service in the Borough, all Blue Cross/Blue Shield major medical insurance benefits and dental insurance benefits (including family coverage, if applicable) shall be continued subject to the conditions set forth in this section. Such benefits shall be continued for a

maximum of five (5) years or until the retiree qualifies for Medicare or the retiree is again employed by any source (whichever shall first occur), unless such employment is seasonal or part-time employment. If the seasonal or part-time employer provides such insurance at no cost to the employee, the Borough's obligation to provide insurance under this article shall be suspended during the period of such employment. B. In the event that an employee shall remain in the employ of the Borough for thirty (30) years or more before retirement, or shall be killed in the line of duty, all of his insurance coverages as stated above shall be continued until he qualifies for Medicare, or in the case of death, until his spouse qualifies for Medicare.

C. 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 Borough's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed for a period of at least ten (10) years.

#### ARTICLE XXXVII

#### DENTAL INSURANCE

The current group dental insurance benefits shall be as provided in Schedule A which is attached hereto and made a part hereof.

ARTICLE XXXVIII

INSURANCE COVERAGE CHANGE

A. The Borough may, at its option, change any of its insurance plans or carriers or self-insure, so long as substantially equivalent or better benefits are provided.

B. The Association will be notified in advance of any proposed change of insurance plans or carriers or proposed implementation of a self-insurance program. In the event the Association does not agree that such change provides for substantially equivalent or better benefits being provided, the matter shall promptly be submitted to arbitration on an expedited basis and there will be no change of insurance plan or carriers or self-insurance implementation until the conclusion of the arbitration proceedings and the rendering of a decision by the arbitrator.

ARTICLE XXXIX

EXISTING TERMS AND CONDITIONS

All existing terms and conditions of employment and all existing rules and regulations governing the Police Department of the Borough shall continue in full force and effect. The foregoing may be amended and supplemented from time to time by ordinance or resolution of the Borough adopted pursuant to N.J.S.A. 40A:14-118, et seq. and by the rules and regulations established by the Chief of Police and approved by the Borough.



ARTICLE XL

ADDITIONAL BENEFITS

All benefits granted to the covered personnel by written agreement, ordinance or resolution of the Borough prior to the effective date of this Agreement shall remain in effect except as modified by the terms of this Agreement.

ARTICLE XLI

POLICE OFFICERS' RIGHTS

A. Departmental investigations will be conducted in a manner which is conducive to good order and discipline.

B. The following general procedure will apply with respect to departmental investigations:

1. The interrogation of a member of the force shall be at a reasonable hour.

2. Interrogations shall take place at a location designated by the Chief of Police.

3. A member of the force shall be informed of the nature of the investigation before any interrogation commences.

4. Questioning shall be reasonable in length.

5. A member of the force shall not be subject to any offensive language, nor shall he be threatened with disciplinary punishment or promised a reward as an inducement to answering questions.

6. A member of the force will be afforded an opportunity, if he so requests, to consult with counsel and/or his

Association representative before being questioned concerning a violation of Departmental rules and regulations during the interrogation of a member of the force. The consultation shall not delay the interrogation beyond one (1) hour.

7. Nothing contained herein shall be construed to inhibit the Employer in its ability to conduct the operations of the Department.

#### ARTICLE XLII

##### 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 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. 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 just cause according to law.

4. To conduct drug testing in accordance with all laws, court decisions, and approved procedures applicable to police officers at the time of such testing, provided however, that the officer who is tested for drugs shall have the right to submit to an identical test at a testing lab of his own choosing at the same time as the test is conducted by the Borough.

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 of 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 R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

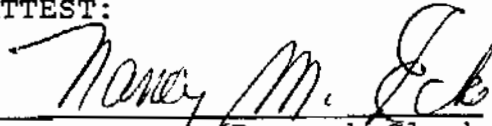
#### ARTICLE XLIII

#### COPIES OF AGREEMENT


The Borough shall provide each member of the Association with a copy of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of September, 1990.

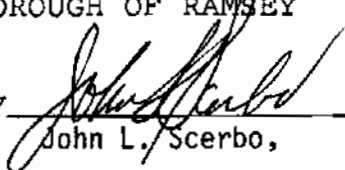
ATTEST:

  
\_\_\_\_\_  
Nancy M. Ecker, Borough Clerk

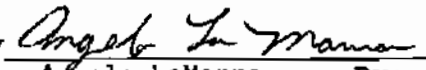
ATTEST:

  
\_\_\_\_\_  
Robert F. Hennessy, Assn. Secretary

BOROUGH OF RAMSEY

By   
\_\_\_\_\_  
John L. Scerbo, Mayor

POLICEMEN'S BENEVOLENT ASSN.,  
INC., LOCAL NO. 155

By   
\_\_\_\_\_  
Angelo LaManna, President