

AGREEMENT

BETWEEN

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

AND

POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

LOCAL No. 155

JANUARY 1, 2003 THROUGH DECEMBER 31, 2006

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PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of _____ 2003, by and between the BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey (hereinafter called the "Borough"), the POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 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, 2003 through December 31, 2006.

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

Attached hereto as Appendix 1 are the base salary schedules for employees during the calendar years as noted.

Senior officer step begins on Anniversary Date.

ARTICLE IV

CLOTHING ALLOWANCE

- A. An employee shall receive a clothing allowance of \$1,000.00 per year in 2003, \$1250.00 in 2004 and 2005, and \$1500.00 in 2006.
- 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 either the Chief of Police or the Borough, 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 hired prior to October 13,1988 shall be granted twenty (20) 8 hour days per year for sick leave. (This provision includes Brian Huth and Robert Novakowski)

C. All full-time employees hired after October 13,1988 (except Brian Huth and Robert Novakowski) shall be granted sick leave as follows:

1. During the first calendar year of employment, one (1) 8hour day for each full month of service.

2. Thereafter, one and one-quarter (1 1/4) 8 hour working days per month or a total of fifteen (15) 8 hour 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 Chief of Police, or his designee, 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 licensed physician's certificate shall indicate if and when an officer is fit for full duty. 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 the Chief of Police, or his designee, 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 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. Except as provided in paragraph K. below, 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 the employee's death.

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.

(a) All sick days accumulated as of December 31st, 2005, will be banked at the rank of the officer on December 31st, 2005.

(b) Any sick days accumulated on or after January 1st, 2006, will be banked at the officer's rank at the time the days are earned and any severance pay will be calculated at the top pay for that rank, in effect for that rank on the date of retirement. For example, if an employee has been a patrolman for 22 years and a sergeant for 3 years, his severance will be calculated at the maximum pay for patrolman in effect at the

time of retirement for the time accumulated during the 22 year period, and maximum pay for sergeant in effect at the time of retirement for the time accumulated during his 3 years as sergeant.

(c) For purposes of this section, any sick time used will be deducted on a first in, first out basis.

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 a physician's certification, to the Chief of Police, stating that the employee is fit for full duty and is able 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 percent (25%) 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 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 overtime for the purpose of Annual Firearms Qualifications only if the officer is off duty and ordered in to qualify. The Borough shall provide the ammunition.

ARTICLE XII

COLLEGE CREDIT REIMBURSEMENT

A. 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 at the applicable rate per credit charged by Rutgers, the University of New Jersey, 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 pertinence of the course of study the Borough shall confer with the Chief of the Police. 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.

C. Employees who attend any organized in-service of 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 duly designated representative 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 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 (8 hour days). At least half of such days shall be selected prior to January 1st of each year and the remaining half shall be selected prior to July 1st of each year. The days may be selected and taken in blocks of days, individual days or in hours.

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.

C. Employees who work on Christmas Day or New Year's Day shall have their bank credited with an equal number of hours worked between the hours of midnight and midnight for that particular holiday. This time must be used prior to the completion of the following calendar year.

ARTICLE XVIII

VACATIONS

A. During the first calendar year of continuous service or part thereof, the employee shall be allowed one (1) 8 hour vacation day for every two (2) months of continuous service for a maximum of six (6) 8 hour days. For the purpose of this article only, "working day" means an 8 Hour Day.

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 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) working 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) working days vacation per year.

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

ARTICLE XIX

PERSONAL DAYS

A. Employees hired prior to July 1, 2003 shall be provided with the following personal days per year:

1. During the first calendar year of continuous service:

(a) employees commencing work prior to May 1 - three (3) 8 hour days.

(b) employees commencing work on or after May 1 and prior to September 1 - two (2) 8 hour days.

(c) employees commencing work on or after September 1 - one (1) 8 hour day.

2. Three (3) 8 hour days during the second full calendar year of continuous service through the tenth full calendar year of continuous service.

3. Four (4) 8 hour days during the eleventh full calendar year of continuous service through the fifteenth full calendar year of continuous service.

4. Five (5) 8 hour days after the fifteenth full calendar year of continuous service.

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

B. Employees hired on or after July 1, 2003 shall be provided with personal days according to paragraph (A-1) and (A-2) only, and shall thus be capped at a maximum of three (3) 8 hour personal days .

C. 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 or his duly authorized designee 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 day off ("incentive 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 day off 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 eight (180) consecutive days before being entitled to the one (1) additional day off.

For purposes of this Article, the incentive day shall be of the same duration as the normal work day of the officer at the time the incentive day is accrued.

ARTICLE XXI

PERSONNEL FILE - EXPUNGEMENT 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 of 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 expungement 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 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 three (3) hours even if he is required to remain on duty for less than three (3) hours. 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 three (3) hours 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

HOURS OF WORK AND OVERTIME

A. 12 Hour Shift Day to Day Operations:

All Officers subject to this Agreement, except those Officers assigned as Detectives, Patrol Commander, and Administrative Commander or designated by the Chief of Police shall work a twelve-hour shift as follows:

Shift Times will be as follows:	Day Shifts (D-Shift)	06:00-18:00
		07:00-19:00
	Night Shifts (N-Shift)	18:00-06:00
		19:00-07:00

1. The hours of duty shall consist of twelve (12) consecutive hours per day, provided that in cases of emergency, the officer in charge or control of the department shall have the full authority to summon and keep on duty any and all such members during the period of an emergency as declared by the Chief of Police .

2. Overtime shall be paid on the following basis:

a) Hours incidental and immediately following the regular tour of duty in excess of twelve (12) hours shall be paid at one and one-half times (1 1/2) the regular rate of pay.

b) No double shifts shall be permitted under the twelve (12) hour schedule.

c) A maximum of four (4) hours overtime may be worked if it is prior to or immediately following (contiguous) an Officer's shift, except in emergencies approved by the Chief of Police or his duly designated representative.

3. Every employee shall be scheduled for a minimum of two (2) consecutive days off per week on normal duty.

4. All time off for employees on the twelve (12) hour work shift shall be adjusted using twelve (12) hour days. All holiday, vacation and personal days

shall be adjusted and provided on a twelve (12) hour per day basis. It is expressly understood that the total amount of time off in hours shall not be increased.

5. (Kelly Time) Per contractual agreement, any hours scheduled in excess of 2080 hours, will be credited towards the officer's "Kelly Time". During the term of this agreement, Kelly Time shall be used by the end of the calendar year earned, unless it is carried over with the prior approval of the Chief of Police.

6. School/Training Policy: When an Officer is scheduled for school on his regular day of work, the hours between the start of his scheduled shift and the start of the school will be considered travel time provided the school begins prior to 10:00 AM. The officer will be

required to return to duty at Police Headquarters at the completion of the training and report to the supervisor on duty for assignment until the day tour ends at 19:00 hours, or unless he utilizes time off which is approved by the supervisor on duty. Officers agreeing to attend school on their regularly scheduled day off will have their schedule adjusted without contractual violations. When school is scheduled across days of work and days off, the hours at school must equal the hours called for during the calendar month of the training.

7. *(Court) Subject to mutual agreement by both parties, with language to be finalized on or before December 31, 2003.*

8. The Chief of Police reserves the right to change an Officer's schedule to fill vacancies that have been created by protracted sickness, workman's compensations, military deployment, family medical leave, family leave, leave of absence, emergency vacation, bereavement leave or any other emergent situation that creates a schedule shortage or requires additional manpower to assure public safety. A change of schedule will be made no less than 14 days prior to the changed shift and no change in the employee's days off will occur. In the event of a schedule change, the Officer will be notified as soon as possible and a corresponding order will be served on the Officer through the chain of command. An Officer's schedule will not be changed if it lessens in hours a departmentally approved vacation, holiday or personal day.

B. Overtime premiums shall be paid at the rate of time and one-half (1 1/2) for all time worked in excess of a regularly scheduled tour, or for any hours on a regularly scheduled day off.

C. 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. 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).

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

E. 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.

F. Bureau Stipends. Officers assigned to the juvenile division, detective bureau, or traffic division will receive a \$1,500 annual stipend (not to be included in base pay), if they are assigned full time to such bureaus or a pro rata portion of \$1,500 based on the amount of time out of their normal work week that they are assigned to such bureau. For officers who serve in the aforesaid positions for less than the full year, the stipend shall be adjusted pro rata for the amount of time spent in such position. By way of example, if Officer A is assigned to the detective bureau full time for 8 months of the year, he would receive a \$1,000 stipend. If Officer B is assigned to the traffic bureau for one-quarter of his normal work week for a full year, he would receive one quarter of \$1,500, or \$375 as a stipend.

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 manufacturers' 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, other than a spouse or child of the employee, employees may request bereavement leave with pay for a period not to exceed three (3) working 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 grandchild, parent, brother, sister, parent-in-law, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other close relative living permanently in the employee's household.

In the event of death of the employee's spouse or child, the employee shall be entitled to bereavement leave for a period not to exceed fifteen (15) working days.

ARTICLE XXXV

LONGEVITY COMPENSATION

A. In addition to the salaries hereinbefore set forth above, all employees hired before July 1, 2003 shall receive longevity compensation computed at two percent (2%) of annual compensation for each four (4) years of service to a maximum of ten percent (10%) of said annual compensation.

B. All employees hired on or after July 1, 2003 shall receive longevity according to the following schedule: For the first full six years of employment, no longevity payment will be made; for the seventh through the twelfth full year of employment, the officer shall receive a longevity payment equal to 2.5% of that officer's base salary; for the thirteenth through the eighteenth full year of employment, the officer shall receive a longevity payment equal to 5% of that officer's base salary; for the nineteenth through the twenty-fourth full year of employment, the officer shall receive a longevity payment equal to 7.5% of that officer's base salary; and for the twenty-fifth full year of employment through to the retirement date of said officer, the officer shall receive a longevity payment equal to ten percent (10%) of that officer's base salary.

C. 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

After twenty-five (25) years of service that is creditable for pension purposes, at least twenty (20) of which must be served in the Borough of Ramsey, an employee who takes PFRS retirement from employment with the Borough of Ramsey shall receive the same major medical and dental insurance benefits (including family coverage, if applicable) that said employee was receiving immediately prior to retirement, subject to the following conditions:

- a. Such benefits shall continue until the employee reaches Medicare qualifying age (whether or not the employee has sufficient credits to qualify for Medicare). Once an employee's benefits under this article terminate because said employee has reached Medicare qualifying age, such benefits will be continued for said employee's spouse and eligible children if that spouse has not reached Medicare qualifying age for a maximum of five (5) years. If the employee dies before reaching Medicare qualifying age, such benefits shall continue for his spouse (if she has not remarried) and eligible dependents until his spouse reaches Medicare qualifying age.

- b. If the retiree again becomes employed and the retiree's employer provides medical insurance to its employees, the Borough's obligation to provide medical insurance under this provision is suspended during the time of such employment by the retiree. If there is a shared premium cost to such medical insurance that must be paid by the retiree or other charge made by the employer (not co-pays or other charges of the insurance company), the Borough shall have the option of either reimbursing the retiree for such out-of-pocket cost for the insurance premium or providing the Borough's insurance plan to the retiree under the conditions set forth in this Article. It is the retiree's obligation to notify the Borough of any employment undertaken during the retirement and the availability of health insurance coverage as a result of such employment.

- c. The distinction contained in the previous contract for officers retiring with thirty (30) years of service is removed. Every retiring officer eligible to receive health insurance benefits upon retirement shall receive the same benefits. Upon retirement, an officer will receive the same health insurance benefit package he was receiving immediately prior to retirement, plus the dental insurance.
- d. If the employee is killed in the line of duty while still employed as a police officer by the Borough, the benefits described in this Article shall continue for his spouse (as long as she does not remarry) and eligible dependents until his spouse reached Medicare qualifying age.
- e. If an employee received a duty-related disability retirement before reaching twenty (20) years of service to the Borough as a police officer, the Borough's medical benefits obligation under this Article is to provide medical insurance benefits for a maximum of five (5) years. If the duty-related disability is incurred after twenty (20) years of service, the full benefits set forth in this Article shall be provided to the disabled employee. For an ordinary disability retirement, the Borough will provide medical insurance benefits for a maximum of five (5) years, provided the officer has ten (10) years of service with the Borough of Ramsey as a police officer. The benefits provided for both duty-related disability and ordinary disability are the same as benefits provided to regular retirees under this Article, except for the time limitations.
- f. Any employee with twenty-five (25) years of service as a police officer (20 of which are with the Borough of Ramsey) who waives his entitlement to retirement health and dental insurance benefits upon retirement and who is under the age of sixty (60) shall receive a lump sum retirement bonus of \$50,000.00, above and beyond any other severance pay the employee is eligible to receive. The Borough shall have no obligation to provide medical insurance benefits of any kind to an employee who waives this provision and accepts the said bonus. The employee's spouse must also agree, in writing, to the waiver.

ARTICLE XXXVII
DENTAL INSURANCE

Group dental insurance benefits shall be as provided in Appendix 3 which is attached hereto and made a part hereof.

ARTICLE XXXVIII
INSURANCE COVERAGE FOR ACTIVE MEMBERS

A. Effective as of January 1, 2004, the Borough shall provide all employees with health insurance under the Horizon Blue Cross/Blue Shield PPO medical benefits plan (the "PPO plan"). The benefits are described in Appendix 2 which is attached hereto and incorporated herein. Employees who retire after the date of execution of this Agreement but before January 1, 2004 shall convert from the current insurance program to the PPO plan immediately upon retirement.

B. 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.

C. 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 a 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 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

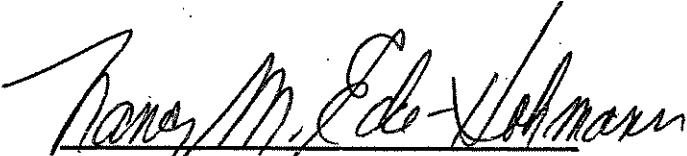
The Borough shall provide each member of the Association with a copy of this Agreement.

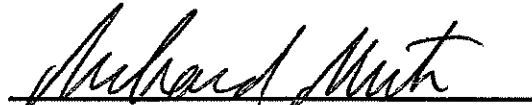
SIGNATURE PAGE

1st IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
day of October, 2003.

ATTEST:

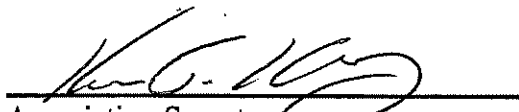
BOROUGH OF RAMSEY

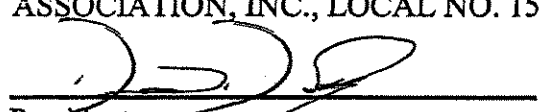

Borough Clerk


Mayor

ATTEST:

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


Association Secretary
Kevin Kelly


President
David Stitz

Proposed Salary Schedule Ramsey Police Department 2003 through 2006

RANK	2002	2003	2004	2005	2006
Lieutenant	96,959.30	100,353	103,866	107,501	111,264
Sergeant	89,203.47	92,326	95,557	98,902	102,364
Senior Officer*	N/A	88,340	91,432	94,632	97,945
Patrolman 8th	81,500.87	84,354	87,306	90,362	93,525
Patrolman 7th	75,855.61	78,511	81,259	82,500	84,000
Patrolman 6th	71,615.51	74,122	74,500	76,000	77,500
Patrolman 5th	67,203.07	68,500	70,000	71,500	73,000
Patrolman 4th	58,394.48	59,500	61,000	62,500	64,000
Patrolman 3rd	49,585.86	51,000	52,500	54,000	55,500
Patrolman 2nd	36,184.27	40,000	41,500	43,000	44,500
Patrolman 1st	29,483.50	32,000	33,000	34,000	35,000

* Senior Officer pay status is a new category. After completing 23 years of service as a police officer, top step patrolmen will be placed in senior officer pay status. Annual salary for those in senior officer pay status will be a salary that is midway between the salary for an 8th step patrolman and a sergeant.

APPENDIX 2

HEALTH INSURANCE BENEFITS

- A. The employer shall continue to provide health and welfare benefits for the full-time employees covered by this Agreement through Horizon Blue Cross/Blue Shield of New Jersey's Blue Select Plan (PPO Plan). The PPO Plan provides 100% coverage in network and 80/20 coverage out of network.
- B. Employees shall
 - a. be subject to a calendar year deductible of \$300.00 for an individual and 2 per family.
 - b. be provided through Horizon Blue Cross/Blue Shield of New Jersey with a discounted prescription (Rx) coverage included in the PPO Plan.

APPENDIX 3

DENTAL INSURANCE

Group dental insurance benefits shall be provided in accordance with the current Delta Dental Plan (Group #1572-0002). The maximum amount payable for services in any calendar year shall be One Thousand Five Hundred (\$1,500.00) Dollars per person.