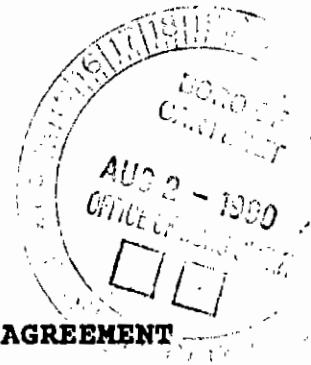


3-03717

Contract no. 243.

12-01



AGREEMENT

BETWEEN

THE BOROUGH OF CARTERET

AND

THE CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, NO. 47

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JANUARY 1, 1989 THROUGH DECEMBER 31, 1990

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Prepared By:  
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## PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation, and understanding between the Borough of Carteret (Borough or Employer) and the Carteret Policemen's Benevolent Association, Local No. 47 (P.B.A. or Association) and to insure sincere bargaining, establish proper standards of salaries, working conditions and hours, and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Police Department shall be considered foremost and at all times by both parties to this Agreement.

**ARTICLE I**  
**POLICEMEN'S RIGHTS**

**Section A**

The Employer hereby recognizes the Association (P.B.A.) as the sole and exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A: 5.3, et seq. as supplemented and amended.

**Section B**

Included in the negotiating unit shall be those employees of the Borough of Carteret within the Police Department whose job titles are captain, Lieutenant, Sergeant, and Police Officer.

**Section C**

Pursuant to Chapter 303, Public Laws 1968, as amended and supplemented, the Borough hereby agrees that every policeman shall have the right to freely organize, join, support the PBA and its affiliates for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, as amended and supplemented, or other Laws of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages, or any other terms and conditions of employment by reason of his membership in the PBA and its collective negotiations with the Borough, or his

institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

**Section D**

Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions, and meetings of the joint PBA Management Committee provided that the efficiency of the department is not affected thereby.

**Section E**

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his or her personnel jacket.

**Section F**

Duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the

allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) If any verbatim record is made of the interrogation the employee or his representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD."

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.

(6) In those cases, and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of an investigation, the Borough shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned.

#### **Section G**

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation, or deprived of any other employee advantage without just cause.

## ARTICLE II

### HOURS OF WORK AND OVERTIME

#### Section A - Work Day

(1) PATROL DIVISION - The work day shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

(2) ALL OTHER EMPLOYEES - The work day shall consist of not more than nine (9) consecutive hours in a twenty-four (24) hour period.

#### Section B - Work Week

(1) PATROL DIVISION - The work week shall consist of four (4) consecutive, ten (10) hour work days on, followed by four (4) consecutive days off.

(2) ALL OTHER EMPLOYEES - The work week shall consist of four (4) consecutive, nine (9) hour work days on, followed by three (3) consecutive days off.

#### Section C - Overtime

(1) PATROL DIVISION - Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten (10) hour work days, or in excess of forty (40) hours per week. The officer shall be compensated at one and one-half (1 |) times his/her regular rate of pay.

(2) ALL OTHER EMPLOYEES - Overtime shall be defined as any work in excess of nine (9) consecutive hours per day, or in excess of four (4), nine (9) hour work days out of every seven, or in excess of thirty-six (36) hours per week and shall be compensated at one and one-half (1 |) times the officer's regular rate of pay.

#### Section D - Call-in Time

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half (1 1/2) times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

**Section E - Court Time**

All off-duty court appearances or any appearance in court-related procedures, including but not limited to preparation of testimony, conferences with lawyers, depositions, and the like, shall be compensated at one and one-half (1 1/2) times the officer's regular rate of pay for two (2) hours or for all time so worked, whichever is greater.

**Section F - Holiday Premium Pay**

Any employee working a holiday as defined in Article V, Section A, herein after, shall receive, in addition to their regular holiday compensation, the following:

(1) Time and one-half (1 1/2) his regular rate of pay for all hours worked, plus an additional day to be taken off at a later date. Said day off shall be designated as a holiday and shall be administered like a vacation day.

(2) Double time and one-half (2 1/2) his regular rate of pay for all hours worked, without an additional day off later.

(3) Any employee who is assigned to a division which is determined by the Chief of Police to be off-duty during holidays shall not have the options listed above, but must take the holiday as it occurs.

(4) Due to the nature and type of work and scheduling required, certain employees must work on holidays as part of their



regular schedule. As example, anyone regularly scheduled to work New Year's Day, a holiday listed in Article V, would be paid regular day's wages. If an employee was called in on that day, he would then be paid the overtime rate described in paragraphs one (1) and two (2), above.

#### **Section G - Shift Bid and Assignment**

(1) Commencing with the 15th of the month following the execution of this Agreement and, subsequently each October 15th thereafter, shift assignments shall be made, where all qualifications are equal, pursuant to a seniority based bid system. Standard slips shall be developed and distributed to all affected personnel no less than two (2) weeks prior to the commencement date. The employee shall list his/her shift choices, giving 1st, 2nd, and 3rd preference. Assignments shall then be made based upon seniority. These assignments shall then take effect as of January 1st, following the submission date and shall remain in effect until the procedure is repeated the following year.

(2) This shall not be interpreted to mean that duty assignments, such as detective bureau, traffic, etc., are to be bid. Those assignments remain the prerogative of the Chief of Police, which shall be in accordance with controlling statutes. Further, in order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Borough. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the specific needs

have been met, at which time the affected employee shall be returned to his bid shift.

(3) This Section shall be applied equally, among members of the same rank. Patrol Officers shall bid with Patrol Officers, Detectives with Detectives, Sergeants with Sergeants, Lieutenants with Lieutenants, etc.

(4) This Section shall not preclude employees from voluntarily switching or swapping shifts with one another prior to the re-bid date. However, as is the current practice, such switches shall occur with the approval of the chief of Police or his designee. Such approval shall not be arbitrarily or capriciously denied.

#### **Section H - In-service Training**

(1) Any employee who undergoes in-service training run by the Department at any time other than his regular tour of duty shall be compensated in accordance with the overtime provisions of this Article.

(2) Other forms of training and schooling offered by organizations or agencies outside of the Department shall be compensated in accordance with current practices.

ARTICLE III

BALARY AND LONGEVITY

Section A - Salary

(1) All employees shall receive a six and one-half (6 1/2%) percent increase for 1989 and a seven and one-half (7 1/2%) percent increase for 1990, as reflected in the following salary guides.

(2) Salary Guides	1989	1990
Patrolmen		
4th year	35,374	38,027
3rd year	33,225	35,717
2nd year	31,690	34,067
1st year	28,181	30,295
Superior Officers		
Captain	43,503	46,766
Lieutenant	40,792	43,851
Sergeant	38,082	40,938

Section B - Longevity

In addition to the above salaries, a longevity payment shall be paid as is hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation and paid as part of the employee's regular salary as follows:

<u>Years of service</u>	<u>Percentage of base</u>
5 to 9 years	2%
10 to 14 years	4%
15 to 19 years	6%
20 to 24 years	10%
25 and thereafter	12%

Section C - Working in Higher Rank

Any employee assigned by the Police Administration to a

higher temporary rank, pending Department of Personnel Testing, Certification, and/or Mayor and/or Council approval shall be compensated at the higher rate of pay for all time served in that higher rank, retroactive to the initial day of assignment, upon either:

- 1) Being made permanent in said higher rank:
- 2) Being denied said higher rank permanently and being returned to the rank previously held.

**ARTICLE IV**

**UNIFORM ALLOWANCE**

During the calendar years of 1989 and 1990, each member of the Police Department shall receive a uniform allowance in the sum of six hundred (\$600.00) dollars, which shall be payable in accordance with the former practice and procedure. However, payment shall be made on or before June 1 of each year.

**ARTICLE V**

**HOLIDAYS, PERSONAL DAYS, AND VACATIONS**

**Section A - Holidays**

All members of the Police Department shall receive the following holidays annually, for which days off shall be allowed:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence day	Christmas Day
Labor Day	Employee's Birthday

(Martin Luther King's Birthday shall be granted as an additional personal day below)

**Section B - Personal Days**

All members of the Police Department shall be entitled to leave with pay for personal, business, or other reasons for three (4) days annually, subject to the following conditions:

(1) There must be seventy-two (72) hours notice before consideration for a personal day. Forms for such notice shall be provided by the Employer.

(2) It must be approved by: (a) Officer in Charge; (b) Captain; (c) Chief of Police.

(3) No more than one (1) man per shift is to receive a personal day.

**Section C - Vacations**

All members of the Police Department shall receive vacation,

**ARTICLE VII**  
**HEALTH AND WELFARE**

**Section A - Medical Insurance**

The employer agrees to assume the full cost of family coverage of Blue Cross coverage, Rider J coverage, and Major medical coverage that was in full force and effect during the calendar years of 1978 & 1979, up to August 1, 1979. in the alternative, the employer has the right to undertake a self-insurance program provided that the coverage offered the employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar years of 1978 & 1979, up to August 1, 1979. However, the following modifications shall be implemented as indicated:

For 1986 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and laboratory coverage of the Blue Shield portion of the policy shall be increased to Four Hundred (\$400.00) Dollars per occurrence. The Major Medical Lifetime limit shall be UNLIMITED.

**Section B - Life Insurance**

All members of the Police Department shall have Ten Thousand (\$10,000.00) Dollars of life insurance coverage, including "Death Benefit" immediately upon being sworn in and assuming the duties of a police officer.

**Section C - Life Insurance Upon Retirement or Disability**

Beginning upon retirement or disability, a member of the police Department shall have a paid up life insurance coverage of Five Thousand (\$5,000.00) Dollars.

**Section D - Medical Insurance Upon Retirement or Disability**

(1) The employer shall maintain family hospitalization coverage for all members of the Carteret Police Department who have retired or who have left the force on disability without regard to any income earned by these persons at another occupation. However, should the employee receive comparable hospitalization coverage from a subsequent employer, then the Borough's obligation to continue said insurance shall cease.

(2) The Borough shall permit the widow/widower and dependant coverage to be purchased at group rates.

**Section E - Dental Insurance**

The Borough shall pay eighty-five (85%) percent of the premiums for the dental program.. Said plan shall be the choice of the PBA. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.



## ARTICLE VIII

### SEVERANCE PAY

#### Section A

All members of the Police department who are to retire during the year should serve notice of their retirement to the Borough by February 15th of the same year.

#### Section B

All members of the Police department who are eligible for retirement or disability retirement shall receive the following severance pay:

- (1) Those members having accumulated sick time up to and including one hundred (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.
- (2) Those members having accumulated sick time from one hundred and one (101) days to one hundred and fifty (150) days shall be entitled to one hundred and ten (110) days pay based upon their rank at the time of retirement.
- (3) Those members having accumulated sick time from one hundred and fifty-one (151) days to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon their rank at the time of retirement.
- (4) Those members having accumulated sick time from two hundred and one (201) days to two hundred and seventy-five (275) days shall be entitled to one hundred and

fifty (150) days pay based upon their rank at the time of retirement.

**Section C**

It shall be the option of the retiring employee to accept his/her severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

**Section D**

The Borough of Carteret shall compute and pay time owed to the estate of any member who dies while on active service with the Police Department in accordance with the formula contained within this Article.

**Section E**

"Sick Days," as stated herein, shall be defined as one and one-quarter (1  $\frac{1}{4}$ ) days per month and shall be allowed to accumulate.

**Section F**

- (1) For Patrol Division only, sick days shall mean a ten (10) hour day.
- (2) For all other employees, sick day value shall mean a nine (9) hour day.

**ARTICLE IX**

**LEGAL AID**

**Section A**

The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of PBA, Local #47, with fee approval of the Borough Attorney, provide counsel or representative designated by PBA, Local #47 for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

**Section B**

The Employer shall reimburse any employee for any counsel or representative fees incurred in the successful defense of a disciplinary hearing.

## ARTICLE X

### P.B.A. RIGHTS

#### Section A - Dues Deduction

P.B.A., Local #47's dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to the P.B.A., Local #47 by the Borough Clerk.

#### Section B - Representation Fee

(1) The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of the P.B.A.'s dues, initiation fees, and assessments, which shall be withheld in accordance with the law.

(2) The P.B.A. shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees deduction.

#### Section C - Facilities

(1) The P.B.A. can use the Municipal Courtroom for its union meetings based upon availability of said courtroom. The P.B.A. shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

(2) The P.B.A. shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being born by the P.B.A. Furthermore, the P.B.A. shall be provided space on the bulletin board in the Police Department employee lounge and, based upon the availability of space, on the bulletin board located in Borough Hall.

(3) The Borough shall investigate the availability of and

attempt to provide the P.B.A. with adequate office space at no cost to the P.B.A. The P.B.A. shall have the use of such space and shall be permitted to install a telephone at its own expense.

**Section D - Exclusivity**

The rights and privileges of the P.B.A. and its representatives granted under this Article shall be granted only to the P.B.A. as the exclusive representative of all employees covered by this Agreement.

**Section E - Contract Preparation and Copying**

The P.B.A. shall be responsible for type setting the contract. The Borough shall be responsible for reproducing the contract and providing each employee within the bargaining unit with a copy.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

**Section A**

In the event of a death in an employee's immediate family, he/she shall be entitled to four (4) days leave of absence with pay.

**Section B**

"Immediate Family" shall include spouse, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

**Section C**

(1) For Patrol Division only, a bereavement day shall be a ten (10) hour day.

(2) For all other employees, a bereavement day shall be a nine (9) hour day.

**Section D**

One (1) day of bereavement leave shall be provided for the death of any relative of the employee or the employee's spouse which is not within the immediate family as defined herein above.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### Section A - Definition

A grievance shall be a claim by the Employer or Employee, or by the Association that either the Employer, individual employee, group of employees, or the Association has been harmed by either the interpretation or application of the terms and conditions of this Agreement or other conditions of employment, or a grievance shall be a claim by either the Employer or the Association that either an individual employee, group of employees, or the Association has been harmed by either the interpretation or application of the Employer-Police rules and regulations as heretofore adopted or as may in the future be duly adopted.

#### Section B - Procedure

The following procedure shall be followed with reference to grievances:

##### Step 1:

(a) An individual or the P.B.A. shall have twenty (20) days from the occurrence or from when they should have reasonably known of the occurrence to file a grievance, in writing, with the Chief of Police. Should the grievant, P.B.A., or Chief attempt to work the grievance out informally and fail to do so, then the time limit to file a written grievance shall commence from the last communication conducted in the matter.

(b) The Chief of Police shall have fifteen (15) days from

the receipt of the written grievance or any meeting mutually conducted in the regard, whichever is later, to render his decision in writing, setting forth his findings and reasons for his decisions, and shall submit his decision, along with the original grievance, to the P.B.A. President or his designee.

(c) Failure to comply with the time limits herein shall be deemed a denial of the grievance and shall entitle the P.B.A. to proceed to the next Step.

(d) Grievances which arise out of action taken by the Mayor and/or Council, and which are deemed by the Chief to be outside of his remedial authority, shall be filed at and commence with Step 2, rather than Step 1.

Step 2:

(a) Within ten (10) days of the receipt of or due date of the Chief's response. the P.B.A., if not satisfied with the disposition of Step 1, may submit the grievance, jointly and simultaneously, to the Mayor and Council.

(b) A meeting between the P.B.A. and the Mayor and Council, jointly, shall be convened within fifteen (15) days of the filing of the grievance. Such meeting shall be at a time and place mutually acceptable to the parties.

(c) The position of the P.B.A., along with any witnesses



and/or documents relevant to the case, shall be presented to both the Mayor and Council.

(d) Following the conclusion of the meeting, it shall be the responsibility of the Council to render its decision, in writing, citing its findings of fact and reasons for said decision, to the P.B.A. President or his designee. Said written decision shall be received no later than ten (10) days following the conclusion of this Step 2 meeting, above.

Step 3:

(a) Should the P.B.A. not be satisfied with the disposition of Step 2, or should a decision not be received within the designated time, then the P.B.A. or its representative, solely and exclusively, may submit the grievance to binding arbitration.

(b) A Panel of Arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC). Notice shall be served on the Borough by submitting a copy of said request to the Borough Clerk's office.

(c) The selection of the arbitrator shall be in accordance with the Rules and regulations of PERC. Likewise, the conduct of the hearing and all related proceedings shall be in accordance with the Rules and Regulations of PERC.

(d) It is understood that only the P.B.A. or its designated representative, singly and solely, shall have the right to institute the arbitration process.

#### **Section C - Limitations**

Any grievance or other matter in dispute not settled at the lower Steps may be submitted to binding arbitration, except those items which are specifically exempt from the process by preemptive statutory language or judicial decision by a court of competent jurisdiction.

#### **Section D - Arbitration**

(1) The arbitrator shall conduct the hearing in accordance with the Rules and Regulations of PERC.

(2) The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision reached.

(3) The decision of the arbitrator shall be final and binding on all parties.

(4) The arbitrator shall consider only the matter submitted to PERC for hearing and decision.

(5) The arbitrator shall not have the authority to add to, subtract from, or modify in any way the provisions of this Agreement.

#### **Section E - Cost**

The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Association. Any other costs shall be borne by the parties incurring same.

**ARTICLE XIII**

**MUNICIPAL ORDINANCES**

The provisions of municipal ordinances which affect the terms and conditions of employment for members of the Police Department shall be maintained during the term of this Agreement.

**ARTICLE XIV**  
**STATE DELEGATE**

**Section A**

The Borough agrees that upon presentation of a properly itemized and verified voucher, it will compensate or reimburse the Delegate from P.B.A., Local #47, for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention.

**Section B**

The Borough agrees that the Delegate of P.B.A., Local #47 shall be released from working duties for such time or times, day or days, as may be reasonably required for performance of his duties on behalf of Local #47, without loss of pay.

**ARTICLE XVI**

**DEPARTMENT OF PERSONNEL (CIVIL SERVICE)**

**Section A**

The Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title 11 of the Revised Statutes of New Jersey and the Rules and Regulations of the Department of Personnel (formerly called the Civil Service Commission).

**Section B**

The Employer agrees that in the event it hires any person(s) to act as Police Officers under and through the provisions of the Comprehensive Employment Training Act (CETA), or any similar act or grant, it shall make every reasonable effort to hire such individuals in accordance with their standing on the Department of Personnel (Civil Service) Eligibility List in effect at that time.

**Section C**

Notwithstanding the provisions of the Department of Personnel (Civil Service), the Employer agrees that the transfer of employees between divisions and/or bureaus shall be made subject only to just cause. ("Just Cause" as used in this specific instance shall be as defined by the Department of Personnel (Civil Service) Rules and Regulations of the State of New Jersey, as may be amended during the term of this Agreement.)

**ARTICLE XVII**

**NO MODIFICATION EXCEPT IN WRITING**

The Parties hereby agree that there shall be no valid modification of the terms and conditions of employment except in writing, executed by the Business Administrator (if any), Mayor or his designee, and the President and Secretary of P.B.A., Local #47, subject to the ratification of the P.B.A. members, for the employees, and the Borough Council of Carteret, for the Employer.

**ARTICLE XVIII**

**SAVINGS CLAUSE**

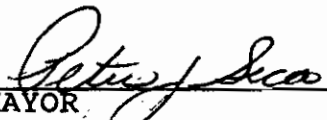
If any article or section of this Agreement, or any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state, or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

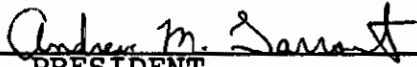
**SIGNATORY**

THIS AGREEMENT, effective January 1, 1989, has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 1989, Between THE BOROUGH OF CARTERET, a municipal corporation of the State of New Jersey, and by THE CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #47.

FOR THE BOROUGH:

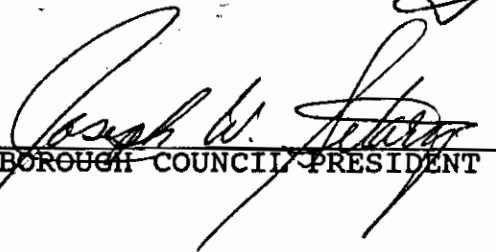
FOR THE P.B.A.:

  
MAYOR

  
P.B.A. PRESIDENT

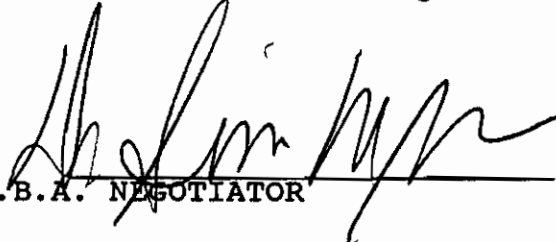
  
BOROUGH CLERK

  
P.B.A. SECRETARY

  
BOROUGH COUNCIL PRESIDENT

  
P.B.A. DELEGATE

\_\_\_\_\_  
BOROUGH ATTORNEY (OPTIONAL)

  
P.B.A. NEGOTIATOR

S. M. BOSCO ASSOCIATES  
LABOR RELATIONS SPECIALIST  
RIVERVIEW ACRES  
10 RIVERVIEW DRIVE  
TINTON FALLS, NEW JERSEY 07704