

AGREEMENT

BETWEEN

BOROUGH OF RAMSEY
BERGEN COUNTY, NEW JERSEY

and

NJELU LOCAL NO. 1
RAMSEY-WHITE COLLAR EMPLOYEES

January 1, 1999 through December 31, 2002

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ARTICLE I

PREAMBLE

This Agreement made this 18 day of OCTOBER, 2001 by and between the BOROUGH OF RAMSEY, a municipal corporation in the County of Bergen and State of New Jersey with offices at 33 North Central Avenue, Ramsey, New Jersey (hereinafter called the "Employer"), and NJELU LOCAL NO. 1 (Ramsey White Collar Unit), located at the Municipal Building, Ramsey, New Jersey (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE II

RECOGNITION

- A. The Borough recognizes the Union as the exclusive representative for the purposes of collective negotiations for all white collar employees of the Borough of Ramsey, as set forth in the Certification of Representation contained in State of New Jersey Public Employment Relations Commission Docket No. RO-89-90.
- B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE III

PROBATIONARY PERIOD

- A. Employees hired after the date of this Agreement for a job title which is within the bargaining unit shall be probationary employees for the ninety (90) days immediately succeeding the date of hire.
- B. Probationary employees shall not be represented by the Union nor covered by this Agreement. Employees who, in the sole opinion of the Employer, have successfully completed the probationary period shall thereafter be called permanent employees.

ARTICLE IV

SICK LEAVE

A. Service Credit for Sick Leave

1. All full-time employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. Full-time employees shall accrue sick leave on the following basis:
 - (a) One (1) working day per month of service during the remainder of the first calendar year of employment after initial employment.
 - (b) One and one-quarter (1 ¼) days per month of service in every calendar year after the first calendar year of employment.
2. Part-time employees shall be entitled to four (4) sick leave days per Calendar year.
3. Any amount of sick leave allowance not used in any calendar year shall Accumulate to the employee's credit form year to year.
4. Upon termination by regular retirement, an employee shall be entitled to receive severance pay in an amount equal to fifty (50%) of his accumulated sick leave days, not to exceed six (6) months or to fifty (50%) of his accumulated sick leave days off, not to exceed six (6) months except that existing employees who exceed six (6) months accumulation as of January 1, 1999, shall be entitled to receive severance pay in an amount equal to fifty (50%) of his accumulated sick leave days or to fifty (50%) of his accumulated sick leave days off.
5. 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 not to exceed six (6) months or to twenty-five (25%) percent of his accumulated sick leave days off, not to exceed six (6) months, except that existing employees who exceed six (6) months accumulation as of January 1, 1999, 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.
6. 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 an amount equal to fifty (50%) percent of his accumulated sick leave days not to exceed six (6) months or to fifty (50%) percent of his accumulated sick leave days off not to exceed six (6) months except that existing employees who exceed six (6) months accumulation as of January 1, 1999, shall be entitled to severance pay in an amount equal to fifty (50%) of his accumulated sick leave days or to fifty (50%) percent of his accumulated sick leave days off.
7. A severance pay shall be computed based upon the average pay to the employee during the twelve months immediately preceding termination of employment.
8. 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 death.

C. Reporting of Absence on Sick Leave

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

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more Consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - (a) an employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than three (3) days, may be required to submit medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day, in which case only one (1) certificate shall be necessary for a period of six (6) months.
 - (b) The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
2. In case of sick leave or leave of absence due to exposure to contagious disease, a certificate form the Department of Health shall be required as substantiation for such exposure.
3. The Borough may require an employee who has been absent because of personal illness, accident or exposure to contagious disease, as a condition of his/her return to duty to be examined, at the expense of the Borough, by a physician chosen by the employee from a panel of physicians designated by the Borough. Such examination shall substantiate such illness, accident or exposure to contagious disease. In addition, such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

E. Miscellaneous

1. A full sick leave day shall be charged for a sick leave absence of four (4) or more hours.
2. Personal illness, accident or exposure to contagious disease which occurs while on vacation time cannot be charged against the sick leave allowance.
3. An employee who makes a false claim for sick leave will be subject to discipline.

ARTICLE V

CHILDREN'S SCHOLARSHIP

The unemancipated children of a full time employee who dies in the performance of his/her duties, other than from natural causes, shall receive an undergraduate tuition scholarship to a college located within the United States provided:

1. The cost of the Borough for such tuition scholarship shall not exceed the cost of the tuition for the undergraduate Arts and Science School at Rutgers University.
2. The child is enrolled in a four-year undergraduate degree program.
3. The child receives a four-year undergraduate degree within five (5) years from the date that the child's undergraduate college education began.

ARTICLE VI

DEATH BENEFIT

The widow/widower of a full time employee who dies in the performance of his/her duties, other than from natural causes, shall receive a one-time payment equal to twenty-five (25%) percent of the deceased employee's regular annual salary at the time of his/her death, as well as an additional one-time payment of Five Hundred (\$500.00) Dollars for each unemancipated child of the deceased employee.

ARTICLE VII

UNION SECURITY

- A. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Union for the purpose of presenting grievances to the employer pursuant to Article IX. The steward may present grievances at mutually convenient times. The Union will notify the Employer of the names of the steward and alternate steward.
- B. The Employer will provide one (1) bulletin board at the Borough Hall for the exclusive use of the Union for the purpose of posting notices relevant to the business of the Union. Notices shall not contain partisan political material or material defamatory or degrading the Employer or any of the Employer's employees. It shall be the duty of the Union steward to supervise the contents of the notices.

ARTICLE VIII

GRIEVANCE PROCEDURE

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

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

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

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

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

Unless otherwise agreed by the parties, only one (1) issue shall be presented to the arbitrator. The arbitrator shall render his decision in writing and include reasons for each finding and conclusion. The Arbitrator shall not have the power to add to, subtract from or in any way modify this Agreement.

The decision of the arbitrator is final and binding on the Union and the Employer.

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

ARTICLE IX

HOLIDAYS

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

- | | |
|--------------------------|--------------------------------|
| New Years' Day | Columbus Day |
| President's Day | Election Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | The day after Thanksgiving Day |
| Labor Day | Christmas Day |
| One (1) Floating Holiday | |

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

- B. Holidays falling on Sunday shall be observed the following day. Holidays falling on Saturday shall be observed the preceding day.
- C. If full time regular hourly employees are required to work on any such holidays, they shall be compensated at one and one-half (1 ½) times the regular rate of pay.
- D. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employees shall be given another day off.
- E. The employer reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the workday immediately preceding or next following a recognized holiday.

ARTICLE X

VACATION LEAVE

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

1. During the first calendar year of continuous service, or any part thereof, the employee shall be allowed one (1) vacation day for every two (2) complete months of continuous service for a maximum of six (6) days.
2. 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 ten (10) working days vacation each year.
3. The following schedule shall apply during the sixth (6th) calendar year of service and thereafter:

<u>During the Calendar Year of Service Noted Below</u>	<u>Working Days Vacation Per Year</u>
6 th	11
7 th	12
8 th	13
9 th	14
10 th	15
11 th	16
12 th	17
13 th	18
14 th	19

4. During the fifteenth (15) calendar year of service and until the completion of twenty (20) full calendar year of service, the employee shall be entitled to twenty (20) working days vacation per year.
5. After completion of twenty (20) full calendar years of service, the employee shall be entitled to twenty-five (25) working days vacation per year.

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

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

D. If a holiday recognized by this Agreement is observed on a working day within an

employee's scheduled vacation period, then the employee shall be entitled to an additional day of vacation.

- E. Vacation entitlements are to be determined as of January 1 of each year.
- F. Employees leaving the employ of the Employer after giving at least two (2) weeks notice and before the completion of an entire given year shall be paid for the unused vacation allowed them for that year on a prorated basis.
- G. Employees who are on sick leave for more than three (3) consecutive days shall not earn any vacation time until they return to full-time duty.

ARTICLE XI

PERSONAL LEAVE DAYS

- A. Each full-time employee covered by this Agreement shall receive personal days as follows:
 - 1. During the first calendar year of service:
 - (a) Employees commencing work prior to May 1 – three (3) days.
 - (b) Employees commencing work on or after May 1 and prior to September 1 – two (2) days.
 - (c) Employees commencing work on or after September 1 – one (1) day
 - 2. Three (3) days during the second (2nd) through tenth (10th) completed year of service.
 - 3. Four (4) days during the eleventh (11th) through the fifteenth (15th) completed year of service.
 - 4. Five (5) days after the fifteenth (15th) completed year of service.
- B. Part-time employees shall be entitled to one (1) personal leave day per calendar year.
- C. Personal leave days are acknowledged to be separate and distinct from sick leave.
- D. Personal days may be accumulated to December 31 of the following year only.

ARTICLE XII

INCENTIVE DAYS

A full time employee shall be provided with one additional personal day if the employee does not take a sick day during a period of 180 consecutive days.

ARTICLE XIII

WORK WEEK & OVERTIME

- A. Full time employees covered by this Agreement shall have a thirty-five (35) hour workweek, Monday through Friday. Dispatchers covered herein have a thirty-seven point five (37.5) hour workweek and shall continue to work on a rotating basis, including Saturdays, Sundays and Holidays.
- B. Part-time employees are those who are employed on a basis of six (6) or more hours but not more than twenty (20) hours average per week throughout the calendar year.
- C. Overtime is defined as time worked at the direction of the Employer in excess of the regular workday or regular work week (e.g. Saturday and Sunday).
- D. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested.
- E. Employees working overtime will receive compensation at the rate of time and one-half their regular straight time pay or compensatory time off for each such hour worked.
- F. There shall be no pyramiding of overtime.
- G. Police matron and deputy court administrator who is recalled and reports to work after or before her regular work hours shall be compensated for a minimum of two (2) hours even if she is required to remain at work for less than two (2) hours. Recall shall not be construed to include an extension of the Police Matron's regular work hours.

ARTICLE XIV

RETIREMENT - VACATION PAY

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

ARTICLE XV

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off of three (3) consecutive days without loss of pay from the day of death or the day of funeral, one of which shall be the day of death or the day of the funeral.
- B. Verification of death and the relationship of the deceased to the employee may be required by the Borough in order to obtain benefits under this Article.
- C. For the purposes of this Article, the immediate family shall be 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 relation permanently residing in the employee's household at the time of death.
- D. For the purpose of this Article, Crossing Guards shall be granted time off without loss of pay pro-rata based on their work schedule.

ARTICLE XVI

LONGEVITY PAY

Full time employees shall receive longevity compensation computed at two (2%) percent of the employees annual compensation for each four years of service to a maximum of ten (10%) percent of the employees annual compensation.

ARTICLE XVII

RETIREE INSURANCE BENEFITS

- A. After twenty-five (25) years of service, or duty incurred disability, or ordinary disability retirement after ten (10) years of service to the Employer, all Blue Cross/Blue Shield Major Medical Insurance benefits and dental insurance benefits shall be continued for retired employees and their immediate families, if applicable, for a maximum of five years, or until the retired employee qualifies for Medicare, or until the retired employee is again employed by any source, whichever shall first occur, however, that if an employee shall remain in the employ of the Employer for thirty years or more before retirement, all of his insurance coverages as stated above shall be continued until he qualifies for Medicare.

- B. Employees who are not eligible for the benefits set forth in paragraph A above and who terminate service by virtue of retirement or by exercise of pension vesting rights shall have the option of continued enrollment in the Employer's group medical and dental insurance program on a contributory basis by the employee. This option is restricted to employees who have been employed by the Employer for a period of at least ten (10) years.

ARTICLE XVIII

DENTAL INSURANCE

- A. The current group dental insurance benefits for full time employees shall be as provided in Schedule B, which is attached hereto and made a part thereof.
- B. The current Delta Dental Plan (Group No. 1572) maximum amount payable for services in any calendar year is fifteen hundred (\$1,500.00) dollars per patient.
- C. The Borough shall provide and pay the cost of an optional Dental HMO Plan through the Delta Dental Plan provided five (5) or more employees enroll for the plan. The Borough shall provide employees with a copy of the plan, list of participating providers and a Delta representative to present and explain the plan.

ARTICLE XIX

HEALTH AND WELFARE 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.
- B. The Borough may, at its, option, change any of the health and welfare plans or programs or carriers or self-insure, so long as substantially similar benefits are provided.
- C. The Employer shall enroll employees that file the necessary and required statements in the Employer's Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the program will be paid by the Employer. If for any reason, the aforementioned plan or a part thereof, is withdrawn by the carrier, the Employer will make its best effort to obtain complete coverage for the employees.
- D. The Employees shall:
 - a. be subject to a medical benefit deductible of \$200.00 for an individual and \$400.00 for a family.
 - b. be required to obtain a Second Surgical Opinion for non-emergency surgical procedures.
 - c. be subject to a "Stop-Loss" limit per employee of \$5000. This limit establishes the level upon which ends their 80% - 20% subsidy and the Plan begins its 100% coverage.
 - d. be provided through Horizon Blue Cross/Blue Shield of New Jersey with a reduced/discounted prescription (RX) plan.

ARTICLE XX

RATES OF PAY

- A. Each employee shall be assigned a job title.
- B. The hourly rate of pay shall be determined by dividing the annual base salary as set forth in the base salary above by 1820 for 35 hour employees and 1950 for 37 ½ hour employees (Dispatchers).
- C. All full-time and part-time employees covered by this Agreement shall receive the following pay increase on their base rate of pay:

Effective on January 1, 1999 all full-time employees covered by this agreement shall receive the following wage increases added on and to their base rate of pay:

Employees earning less than \$21,000.00 shall first (1st) receive a \$1,750.00 addition to their base wage rate and then a three (3%) percent increase added to their base rate of pay.

Employees earning less than \$26,000.00 shall first (1st) receive a \$1,250.00 addition to their base wage rate and then a three (3%) percent increase added to their base rate of pay.

Employees earning less than \$31,000.00 shall first (1st) receive a \$800.00 addition to their base rate and then a three (3%) percent added to the base rate of pay.

Employees earning more than \$31,000.00 and above shall first (1st) receive a \$600.00 addition to their base rate and then a three (3%) percent added to the base rate of pay.

Effective on January 1, 2000 a general across the board wage increase of three (3%) percent added to the base rate.

Effective on January 1, 2002 a general across the board wage increase of three (3%) percent added to the base rate.

Effective on January 1, 1999 all part-time employees, including crossing-guards, shall receive the following wage increase added on and to their base rate of pay. Employees earning less than \$10.00 per hour shall first (1st) receive a \$0.75 per hour increase added to their base hourly rate and then a three (3%) percent increase added to their base hourly rate.

Effective on January 1, 1999 all part-time employees, including crossing guards, shall receive the following wage increase added on and to their base rate of pay. Employees earning more than \$10.00 per hour shall first (1st) receive a \$.50 per hour increase added to their base hourly rate and then a three (3%) percent increase added to their base hourly rate.

Effective on January 1, 2000 a general across the board increase of three (3%) percent added to the base hourly rate for all employees.

Effective on January 1, 2001 general across the board increase three (3%) percent added to the base hourly rate for all employees.

Effective on January 1, 2002 general across the board increase of three (3%) percent added to the base hourly rate for all employees.

Effective on January 1, 1999 and each January thereafter over the life of the contract, a \$200.00 increase in the base rate of Dispatchers in lieu of a annual cleaning and maintenance allowance for uniforms.

ARTICLE XXI

UNPAID LEAVE OF ABSENCE

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

ARTICLE XX II

LEAVE FOR JURY DUTY

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

ARTICLE XXIII

SENIORITY

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

ARTICLE XXIV

PERSONNEL ADVANCEMENT

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

ARTICLE XXV

NON-DISCRIMINATION

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

ARTICLE XXVI

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this contract by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the right to:
1. Carry out the statutory mandate and goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
 2. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.
 3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for cause, or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey 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 any national, state, county or local laws or ordinances.

ARTICLE XXVII

NO STRIKE - NO LOCKOUT

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or concerted willful absence of an employee covered hereunder from his duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Employer will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.
- C. In the event of a strike, slowdown, walkout or job action, the Union shall take all steps which are necessary to insure that the employees covered under this Agreement return to work promptly, including a public disavowal of the actions of such employees and directing such employees to report to work promptly.
- D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be grounds for disciplinary action including possible termination of employment of such employee or employees.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX

ENTIRE AGREEMENT

- A. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

- B. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

ARTICLE XXX
UNION RELEASE TIME

The Shop Steward shall be allowed up to three (3) hours per month to attend Union meetings.

The alternate Shop Steward shall be allowed up to one and a half (1 ½) hours per month to attend Union meetings.

The Shop Steward and Alternate Shop Steward shall be allowed up to (1) day per year to attend the annual Shop Steward Seminar.

ARTICLE XXXI

JOB RELATED INJURIES

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

ARTICLE XXX II
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1999, and shall remain in effect to and including December 31, 2002, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Ramsey, New Jersey, on this 18 day of OCTOBER, 2001.

NJELU LOCAL NO. 1
(Ramsey-White Collar Unit)

By: *Jim Messinger*

By: _____

By: _____

By: _____

By: _____

ATTEST: *BWW*

BOROUGH OF RAMSEY
Bergen County, New Jersey

By: *John L. Scerbo*

By: _____

By: _____

By: _____

By: _____

ATTEST: *Nancy M. Ecke*
Nancy M. Ecke
Borough Clerk

BOROUGH OF RAMSEY
AND
NEW JERSEY EMPLOYEES LABOR UNION
LOCAL #1 WHITE COLLAR UNIT

MEMORANDUM OF AGREEMENT

The parties hereto, the Borough of Ramsey (Hereinafter referred to as the "Employer" and N.J.E.L.U. #1 White Collar Unit (Hereinafter referred to as the "Union" hereby agree as follows:

This Agreement shall be effective on June 1, 2002 and be an addition to Article XIII and part of the Labor Agreement between the parties that expires on December 31, 2002.

This Agreement shall be binding upon the parties herein, their executors, successors and assignees.

WHEREAS, The parties have engaged in good faith negotiations in an effort to arrive at a new twelve (12) hour daily work schedule to improve the delivery of service by Police Dispatchers to the Borough, improve the efficiency of the Department and increase the economic status of Dispatchers who deliver the services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate to the following:

1. Effective on June 1, 2002 the Borough shall establish a daily twelve (12) hour work schedule.
2. Work schedules shall be posted monthly prior to the 15th of the month they are to commence with consideration for seniority.
3. All paid time off under the Labor Agreement shall be based on a twelve (12) hour workday.
4. If PBA decides to return to normal 8 Hour shifts, dispatchers will resort back to regular working schedule.
5. The annual work schedule shall consist of 2190 hours per year.
6. There shall be two (2) paid half (1/2) hour meal breaks. One (1) in the first (1st) half (1/2) of the shift, and, one (1) in the second (2nd) half (1/2) of the shift.

7. 110 hours of Kelly Time shall be added and factored into vacation and holidays.
8. \$3971.80 shall be added to the base salary of dispatchers.
9. Should the P.B.A. revert back to their former work schedule the dispatchers shall also revert back with all former conditions of employment

Nancy Ecke-Hohmann
Witness Date
Nancy Ecke-Hohmann 6/24/02
Borough Clerk

For the Borough of Ramsey
John L. Scerbo
John L. Scerbo
Mayor

Ann Savaris 6/24/02
Witness Date

For New Jersey Employees
Labor Union Local #1
[Signature]