

AGREEMENT

Between The

*TOWNSHIP OF LITTLE FALLS*

- AND -

*LITTLE FALLS POLICE BENEVOLENT ASSOCIATION LOCAL 346*

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JANUARY 1, 2016 through DECEMBER 31, 2019

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**PREAMBLE**

THIS AGREEMENT made this \_\_\_ day of May 2017, by and between THE TOWNSHIP OF LITTLE FALLS, New Jersey, hereinafter called the "Township" and the LITTLE FALLS PBA, LOCAL 346, hereinafter called the "Association".

## **ARTICLE I - RECOGNITION**

A. The Township, pursuant to the provisions of the Employee-Employer Relations Act (N.J.S.A. 343:13A-1.a et seq.), recognizes the Association as the exclusive representative for the purposes of collective negotiations of all sworn, regular full-time police officers of the Township, but excluding the Chief of Police, office secretaries, clerks, constables and dispatchers so long as the job title of dispatcher is held by a non-police officer.

B. It is further agreed that neither the Association nor the Township will discriminate against any person in the employ of the Township on the basis of race, creed, color, national origin, sex, marital status, political activities not related to Township staff relations, or membership or participation in or association with the activities of any employee organization.

## ARTICLE II - GRIEVANCE PROCEDURE

A. The intent and purpose of this grievance procedure shall be to settle all grievances between the Township and the Association and Employee(s) within the bargaining unit as quickly as possible so as to insure efficiency and promote employee morale. The term "grievance" as used herein is limited to any controversy concerning the interpretation or adherence to the terms and conditions of this agreement. It shall not apply to any disciplinary proceedings.

### STEPS OF GRIEVANCE PROCEDURE

B. (1) An aggrieved Officer shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance. The grievance shall be presented to the immediate supervisor of the Employee. If no satisfactory resolution is reached within one (1) working day, the grievance shall proceed to the next step. Failure for the Officer and/or the Association to act and present the grievance within said seven (7) calendar days shall be considered to be an abandonment of the right to initiate the grievance.

The term "immediate supervisor" as stated in this section shall be defined as the employee's immediate shift sergeant or administrative patrol commander in any rank capacity (Sergeant, Lieutenant or Captain). In the event the grievance is presented to a patrolman or corporal in charge of a shift, it is the responsibility of the shift commander to forward the grievance to the appropriate ranking supervisor.

The amount of time to file a grievance shall be amended to **seven (7) days** after the occurrence of the event.

(2) If the grievance is not settled in step one, the grievance shall be reduced to writing by the Association and/or Employee, and shall be submitted to the Chief of Police or his designee. An answer to such grievance shall be made in writing with a copy to the Association within five (5) calendar days of its submission.

(3) If the grievance is not satisfactorily resolved by steps one and two, then the grievance shall be presented to the Business Administrator within five (5) calendar days thereafter. A written answer to said grievance shall be made to the Association and the Employee(s) involved within seven (7) calendar days of its submission.

(4) If the grievance is not settled by steps one through three, the Association and/or Employee(s) shall have the right to submit such grievance

to binding arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The cost of the services of an arbitrator shall be apportioned equally between the Township and the Association. Any other expenses, included but not limited to the presentation of witnesses shall be borne by the party incurring same.

The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

C. Failure to comply within the time limit set forth in the Step Grievance Procedure shall give to the other party, at its option, recourse to the succeeding step.

D. Nothing herein shall prevent any Employee of the bargaining unit from processing his own grievance provided the Association president or his designee and/or the Association attorney may be present as an observer at any hearing on the individual's grievance and, in addition, shall have the right to present testimony and/or evidence should the interest of the Association be involved in said individual's grievance.

(5) The Arbitrator's decision shall be set forth in writing and shall indicate his/her findings of fact and reasons for the decision and be rendered within thirty (30) days after the final date of the hearing.

### **ARTICLE III - SALARIES**

A. The salary increases and salary guide for all Officers covered by this Agreement is attached hereto and made a part hereof as Exhibit A.

B. Upon completion of twelve (12) years of service all members shall receive the title of Corporal and be entitled to compensation incorporated into their base salary per the salary guide.

C. Stipends for the following assignment shall be made and incorporated into the Officer's base pay:

Detective - \$1,000  
Juvenile Officer - \$750  
Narcotics Officer - \$750  
School Resource Officer - \$750

D. All calculations of compensation are based on 2080 hours of work annually.

#### **E. SHIFT DIFFERENTIAL**

This differential shall be paid to the Employee based on their shift Assignment for the year in accordance with the Police Department's assigned shift schedule. In the event that the Employee is switched on a permanent basis, the Employee shall be paid in accordance with the rate for the newly assigned shift. Shift differential shall be paid semi-annually (Pay of July 30 and January 30 of the following year). The shift differential shall be as follows:

Night Shift (7PM 7AM) 6% of the officer's base pay

Secondary Swing Shifts if utilized:

Swing Shift (11AM-11 PM) — 3% of the officer's base pay

Swing Shift (3PM 3AM) - 4.5% of the officer's base pay

#### **ARTICLE IV - LONGEVITY**

A. Longevity was removed in its entirety from this Agreement and is not afforded to any employees.



## ARTICLE V - OVERTIME

A. (1) The Township of Little Falls Police Department shall create one voluntary and one mandatory overtime list for each work shift. Each list will be followed in order for each overtime assignment regardless of whether an employee who is on the list is on duty or off duty. All non-emergent overtime shall be assigned by use of the voluntary list first, where names shall be listed in descending order by greatest seniority. In order to provide a fair system of overtime distribution, after each officer accepts or declines an offer of voluntary overtime, his or her name shall be placed on the bottom of the list which will be a revolving list.

(2) If the voluntary revolving overtime list has been fully exhausted and the Chief of Police, or his designee, cannot fill a non-emergent overtime assignment, the assignment shall be filled by way of using the mandatory overtime list, which shall not be revolving. The names on the mandatory overtime list shall be listed in descending order by least seniority.

(3) The parties acknowledge that if an overtime opportunity arises due to a bona fide emergent situation, or if a particular overtime assignment demands special qualifications, the Chief of Police, or his designee, may bypass the above overtime allocation procedures and make an overtime assignment as he deems fit.

B. Overtime shall be paid to any employee who is required and directed to work for a period in excess of their normally scheduled work week. The employee shall have the option to be compensated in pay or compensatory time off. Compensatory time off can be used by the employee when it will not generate overtime for a replacement. Compensatory time earned within the steps of the salary guide, must be used within the step that it was earned or be subject to buyback by the Township or carried forward into the next year, at the officer's discretion, so long as the compensatory time carried forward does not exceed 48 hours for officers working an 8 hour shift schedule and 70 hours for officers working a 12 hour shift schedule. Compensatory time generated and not utilized will be paid at the officer's rate of pay when the Compensatory time was earned.

C. All overtime earned by Employees covered herein shall be paid at the rate of time and one-half (1-1/2) of his/her regular rate of pay.

D. COURT APPEARANCE TIME: Should an Employee be required to appear before any Court or Grand Jury as a direct result of his official duties while said Employee is off duty, he/she shall receive compensation for time spent in such Court or before such Grand Jury at an overtime rate of one and one-half times his/her regular hourly rate. There will a minimum of two (2)

hours overtime compensation for any Employee required to appear in court while off duty.

E. It is specifically understood and agreed that all time attributable to compensating for the reduction in hours, pursuant to the institution of the 4 and 2 shift as set forth in Article XI, shall be excluded in calculating the total hours worked per week for overtime purposes.

F. It is specifically understood and agreed that if a member holds the rank of Captain within the Little Falls Police Department, they will not be entitled to overtime compensation for hours worked above his/her normally scheduled work week.

## ARTICLE VI - VACATIONS

A. Every Employee not working the Pitman schedule in the negotiating unit who has accumulated the seniority hereinafter specified shall be entitled to vacation with pay for the respective number of days at his regular salary.

B. (1) One day for each month's service through the 30th day of April.

(2) One calendar week - after full-time employment of at least six months, but less than one year.

(3) Two calendar weeks - after full-time service of at least one year, but less than seven years.

(4) Two calendar weeks plus two days - after full-time service of at least seven years, but less than ten years.

(5) Three calendar weeks - after full-time service of at least ten years, but less than fifteen years.

(6) Three calendar weeks plus four days - after full-time service of at least fifteen years, but less than twenty years.

(7) Four calendar weeks plus six days - after full-time service of at least twenty years.

C. Up to one (1) years' worth of vacation time may be carried forward into the next year; however, any additional vacation time not carried forward shall be paid at the officer's regular rate of compensation at year's end. All vacation payout shall be requested in December and paid thirty (30) days following.

The above shall not be construed to prohibit the granting of vacations of less than a Week's duration. Vacation will be scheduled between January 1 to December 31, subject to the prior approval of the Chief of Police or the Chief's designee.

Vacation leave shall begin to accrue upon the first day of service provided that new Employees in the negotiating unit shall not be eligible for vacation leave until they have completed a satisfactory probationary period if required, provided further, however, that the probation period shall be credited to the Employee for vacation accrual purposes upon satisfactory completion thereof.

For the purpose of this contract, seasonal or casual Employees of the negotiating unit, regardless of hours worked on daily or weekly basis, shall not be considered full-time Employees in the negotiating unit.

D. Pursuant to the change of work schedule per the institution of the Pitman schedule, vacation time will be pro-rated as listed under schedule B in the Memorandum of Understanding of the Contract. The Pitman schedule vacation days are as follows:

- |  |                                   |
|--|-----------------------------------|
| 1. Hire to six months of service -                           | 8 hours for each<br>3 mo. Service |
| 2. Upon completion of 6 months to one year of service -      | 16 Hours                          |
| 3. Upon completion of 1st year of service through 6th year - | 48 Hours                          |
| 4. Upon completion of 7th year through 9th year -            | 64 Hours                          |
| 5. Upon completion of 10th year through 14th year -          | 80 Hours                          |
| 6. Upon completion of 15th year through 19th year -          | 112 Hours                         |
| 7. Upon completion of 20th year and above -                  | 144 Hours                         |

E. All vacation time during the last year of employment shall be prorated.

F. Annual vacation selection shall be governed by seniority. One seniority list based on time in the Department shall be used to facilitate vacation selections. A vacation selection will not be denied or subsequently cancelled due to an asserted need to maintain minimum manpower if the officer desiring the vacation can find another officer(s) who is competent to fill his position and who is willing to swap shifts with him on a non-overtime basis for the full duration of the vacation. The only time that the vacation preference of a Junior Officer shall supersede the preference of a Senior Officer is when the Junior Officer requests at least twice as many days off as the Senior Officer.

## **ARTICLE VII - HOLIDAYS**

A. All Employees in the negotiating unit (including those on the Pittman schedule) shall be entitled to the following paid (eight (8) hour) holidays:

New Year's Day	General Election Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

B. A total of forty (40) hours (combined vacation and holidays) may be carried forward into the succeeding year. Utilization of these hours carried forward shall only be permitted where it will not generate overtime for a replacement. Any unused holidays or vacation hours shall be paid at the end of said year at the Officer's then current rate of compensation. Any accumulated holidays hours shall be exhausted prior to using accumulated vacation hours.

C. One half of workday shall be a holiday on the days preceding Christmas and New Year's Day.

D. When it is necessary for an Employee in the negotiating unit to work on an official holiday, such Employee shall be entitled to an equal amount of time off and at a time approved by the department head, which shall not be unreasonably withheld.

E. For the purpose of granting time off a "holiday hours" shall be treated the same as a "vacation hours".

## **ARTICLE VIII - INSURANCE**

A. The Township shall provide to each Employee in the negotiating unit covered by this Agreement, their spouse and eligible dependent children, health insurance coverage equal to or better than the existing New Jersey Health Benefits program. The Employer shall have the right to change the source of coverage so long as the new insurance coverage is equal to or better than the existing coverage. Employees shall be required to contribute to the costs of health insurance benefits in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011 and in no instance will the contribution for all health insurance benefits received under this Agreement be less than 1.5% of his/her salary.

B. The Township shall continue to offer each Employee of the bargaining unit covered by this Agreement, a prescription plan with family coverage, either in conjunction with the health plan chosen by that Employee or a specific prescription program of equal value. All officers shall follow the New Jersey State Health Benefits Plan for both health and prescription coverage which includes but not limited to any and all associated co-pays, out of-pocket or deductibles. Any current co-pays, out-of-pocket or deductibles shall be removed from the Agreement and any supplemental agreement.

C. The Employer shall have the right to change the source of coverage so long as new insurance coverage is equal to or better than the existing coverage. The PBA agrees to negotiate in good faith on request of the Employer regarding this issue.

## **ARTICLE IX - DENTAL PLAN**

The Township agrees to provide the currently effective dental plan for the benefit of the Employees. Officers shall pay all associated co-pays, out-of-pocket costs, or deductibles as set forth by the dental plan.

## **ARTICLE X - CLOTHING ALLOWANCE**

A. The Township will furnish all Employees in the bargaining unit covered by this Agreement with an approved ballistics vest. Each Employee shall have the right to select his own vest provided prior approval is obtained from the Chief. The Township shall replace ballistic vests as required by the manufacturer's warranty or recommended replacement guidelines or the vest becomes damaged in the line of duty and is no longer serviceable. Personal Body Armor will meet the most current N.I.J. (National Institute of Justice) Standard. Body Armor purchased/worn must be capable of stopping the current duty round carried by officers of the Little Falls Police Department. All Personal Body Armor will be replaced prior to the completion of its fifth year of service or manufacturers recommendation, whichever comes first. Body Armor will be replaced prior to the listed if the Armor has been compromised by any of the following (but not limited to); Bullet Impact, Stabbing, Slashing, or Water Damage.)

B. MAINTENANCE ALLOWANCE: Bills incurred for weapons' repair and maintenance shall be reimbursable by the Township, provided prior approval is obtained from the Chief before the expense is incurred. Approval shall not be unreasonably withheld. This provision shall be effective on the signing of the contract.

C. All personnel shall receive a clothing allowance of two hundred fifty (\$250.00) dollars per person, which will be paid by the Township and reported as required by IRS.

D. If the employer decides to change the uniform or any part thereof, it shall provide to each employee, free of charge, any such changed items.

E. Employees who are on terminal leave shall not be entitled to receive a clothing allowance.



**ARTICLE X - WORK SHIFTS**

A. Employees covered by the PBA Local 346 shall work a twelve (12) hour tour of duty. Shifts are defined as 7 a.m. to 7 p.m. for the day shift and 7 p.m. to 7 a.m. for the night shift. Management reserves the right to assign manpower where it feels manpower is most necessary. Officers will remain on steady shifts as bid for by contract.

B. All references to holidays and vacation days currently contained within the Agreement shall be converted to hours.

	<b>Mon.</b>	<b>Tue.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
<b>Week 1</b>	Off	Off	W	W	Off	Off	Off
<b>Week 2</b>	W	W	Off	Off	W	W	W
<b>Week 3</b>	Off	Off	W	W	Off	Off	Off
<b>Week 4</b>	W	W	Off	Off	W	W	W

Conversion of Vacation Times:

10 days x 8 hrs. = 80 hrs. / 12 hrs. = 6.6 twelve hour shifts

11 days x 8 hrs. = 88 hrs. / 12 hrs. = 7.3 twelve hour shifts

12 days x 8 hrs. = 96 hrs. / 12 hrs. = 8 twelve hour shifts

15 days x 8 hrs. = 120 hrs. / 12 hrs. = 10 twelve hour shifts

20 days x 8 hrs. = 160 hrs. / 12 hrs. = 13.3 twelve hour shifts

23 days x 8 hrs. = 184 hrs. / 12 hrs. = 15.3 twelve hour shifts

25 days x 8 hrs. = 200 hrs. / 12 hrs. = 16.6 twelve hour shifts

Conversion of Holiday Times:

13 days x 8 hrs. = 104 hrs. / 12 hrs. = 8.6 twelve hour shifts

Note: Standardized rounding off principles will apply to the above 12-hour shifts (i.e. 6.6 = 7 and 13.3 = 13)

C. All sick time, excluding banked sick time already accumulated will be converted to hours using the formula below:

$$15 \text{ days}' \times 8 \text{ hrs.} = 120 \text{ hrs.} / 12 \text{ hrs.} = 10 \text{ twelve hour shifts}$$

D. The following will not be converted to hours and will remain a day for a day: personal days, bereavement days, family illness, birth leave and PBA days.

E. The parties further recognize the new work schedule provides additional annual work hours, and it is agreed by the parties that extra work hours incurred as a result of this new work schedule shall not be considered overtime and shall not result in additional compensation. Accordingly, each employee working pursuant to a twelve (12) hour tour schedule shall be credited with one-hundred and ten (110) hours of Credit Time per year. Each employee will use this time within each calendar year and under no circumstances may an employee carry time from one calendar year to another. Each officer will utilize the quarterly method to burn Credit Time. This will insure that no officer will lose time. If at any time an officer utilizes their entire sick time Bank, then 55 hours of Credit Time can be taken as sick time.

F. Credit Time will be scheduled and taken in accordance with the 72-Hour Rule. This means that once it approaches 72 hours from an officer's scheduled credit time, that time will not be pulled back to avoid overtime from unexpected vacancies on the shift. Also, the officer may not pass the 72-hour point and pull his time back. This time must be utilized.

When an officer is ordered to return to work with less than 12 hours off (short shift) the officer will be entitled to short swing pay as described in the contract. Therefore, this schedule shall become the designated shift schedule. Any hours worked on the short shift shall be paid at time and one half.

G. Minimum notice of any change to an officer's regularly assigned work shift and schedule shall be fourteen (14) calendar days. Changes made prior to the fourteen-day notice shall be paid at premium pay for each day up to the 14th day, at which time premium pay will cease. Premium pay shall be made at the employee's overtime rate of pay. When a notice to change an officer's regularly assigned work shift and schedule is made due to unforeseen emergent circumstances, then no premium pay will be made.

H. A sick time bank had been previously established for members of the Little Falls Police Department for their prior increase in hours due to the Pitman Schedule. Each member received a bank with fifty-six (56) hours. This bank shall not accrue and/or earn any additional time. Use of this sick time bank can be used when an officer has exhausted all his/her yearly sick time allotted time off. The fifty-six (56) hours is NOT eligible for payout under the sick leave program upon retirement under the provisions set forth in Article XX

of this contract. Further, this sick time bank may not be paid out for any reason. Any officer hired after the establishment of the long term disability/sickness bank shall not be afforded a long term disability/sickness bank.

## **ARTICLE XI - PERSONAL LEAVE**

A. Full-time permanent Employees in the negotiating unit shall be entitled to three (3) (eight (8) hour) personal days with pay for each calendar year, which days may be accumulated from year to year.

B. In case of death in an Employee's immediate family, the Employee in the negotiating unit shall be granted a three (eight (8) hour) day leave with pay. Immediate family shall include the Employee's spouse, children, parents or parents-in-law, brother or sister.

C. In the case of death of uncles or aunts, nephews or nieces, brothers-in-law or sisters-in-law, grandparents or grandchildren, the Employee in the negotiating unit shall be granted a one-day leave with pay.

D. The Police Chief shall be notified as soon as possible so that a replacement may be secured.

**ARTICLE XIII - SPECIAL OFF-DUTY ASSIGNMENTS**

A. All Employees in the negotiating unit covered by this Agreement shall be given preference for special duty within the Township.

B. The base rate of pay to be used for outside entity off-duty assignments shall be a fixed rate and shall be considered a time and one-half rate. If an assignment exceeds eight hours for an individual officer, there will be an adjustment to double time.

	Base Rate	Double Time
2016	\$74.02 (+1.0%)	\$98.69 (+1.0%)
2017	\$74.76 (+1.0%)	\$99.68 (+1.0%)
2018	\$75.51 (+1.0%)	\$100.69 (+1.0%)
2019	\$76.27 (+1.0%)	\$101.70 (+1.0%)

There is a four (4) hour minimum for an off-duty road job.

C. All off-duty special assignments will be made with the approval of the Police Chief.

In consideration of designated 501 (C) (3) Charity Organizations within the Township of Little Falls and all Little Falls Public Schools, which hold events within the Township of Little Falls, the PBA agrees to an hourly base overtime rate of \$50.00 for such events.

D. Premium Pay for Working Out of Rank. If a Tour Commander is absent for a period of fourteen (14) consecutive calendar days or longer, a Patrolman who performs as "Tour Commander" in the absence of a Superior Officer acting as Tour Commander shall receive an additional seventy-five (\$75.00) for a twelve (12) hour shift and fifty dollars (\$50.00) for an eight (8) hour shift. Tour Commander pay shall apply to all shifts where a Tour Commander assigned to the patrol division schedule delineated in the scheduling agreement with the Township is absent for a minimum of fourteen (14) consecutive calendar days. Such payment shall be made to the acting Tour Commander at the next pay period after he receives his/her regular pay for the tour during which he or she served as acting Tour Commander.

#### **ARTICLE XIV SAVINGS CLAUSE**

If any provision of this Agreement shall conflict with any Federal or State Law, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XV - MAINTENANCE OF BENEFITS**

The fringe benefits which are substantially uniform in their application to those Employees in the negotiation unit covered by this Agreement and which are currently provided to those Employees in the negotiating unit shall be constituted as past policy and shall remain in effect without diminution during the term of this Agreement unless modified herein or by subsequent agreement of the parties.

## **ARTICLE XVI PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all right to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims of defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiation and specific performances of contract.



## **ARTICLE XVII - PERSONNEL FILES**

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief and/or Business Administrator.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him/her and he shall be given the opportunity to rebut it if he/she so desires and he/she shall be permitted to place said rebuttal in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

## **ARTICLE XVIII - SICK LEAVE PROGRAM**

Each Employee receives ten (10) (eight (8) Hour) sick leave days per year and may accumulate up to a maximum of five (5) (8 Hour) days per year toward retirement, which shall accumulate from year to year.

Upon an employee retiring with honorable service as set forth in N.J.A.C. 17:1-6 et seq. from the Little Falls Police Department, each employee shall then be paid for each of his/her sick (eight (8) Hour) days at 100% value for each day in an amount not to exceed \$15,000 pursuant to N.J.S.A. 40A:9-10.4.

Sick days shall be prorated during the last year of employment.

Sick time shall be calculated and accrued in hours and shall be taken in hours.

**ARTICLE XIX - DURATION**

This Agreement shall be effective as of January 1, 2016 except as otherwise provided herein, and shall terminate on December 31, 2019.

## **ARTICLE XX - AGENCY SHOP**

Section 1. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eight-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2. The PBA agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the PBA under this Article.

## ARTICLE XXI - GENERAL PROVISIONS

A. No Employee of the Police Department shall have the right to strike or engage in slowdowns, and no officer, member or representative of the Association will recommend, aid, encourage, counsel or advise any member of the Police Department to strike or engage in any slowdowns.

B. In the event that there is any strike or slowdown, the grievance procedure shall not be applicable and the Township reserves the right to seek appropriate judicial relief.

C. The Association agrees that the work to be performed; the materials to be used; the location of the work; the establishment or discontinuance of overtime or extra shifts; the manner of performing the municipal functions of the Township; including the use of labor saving techniques; the determination of financial and accounting policies; the organization of departments; the determination of job contents; the judgment as to the ability of an individual to handle the particular job; the assignment of Employees to various shifts, or various jobs; or other prerogatives customarily exercised by management, shall be solely and exclusively within the unreviewable discretion of the Police Department and not subject to grievance or arbitration proceedings.

D. All decisions concerning promotions are in the exclusive province of the Township and shall be made in accordance with the applicable provisions of the law.

E. The Association agrees that each member of the Department shall perform a full day's work and agrees that the Association will not attempt to advise, counsel, induce or recommend any restrictions on production output by any of the members of the Department. The Association further agrees that it will not attempt to influence others to restrict their production.

F. All members of the Police Department shall comply with all applicable provisions of law and ordinances of the Township of Little Falls, except that the parties agree that any ordinance of the Township of Little Falls which is in conflict with the provisions of the within Agreement dealing with salaries, shift differential, longevity, overtime, vacation, holidays, insurance, clothing allowance, and personal leave, are expressly made subordinate to such provisions of this Agreement.

G. If either party desires to change this agreement, it shall notify the other party in writing prior to the expiration date thereof of the proposed changes and their desire to terminate this Agreement. If notice is not give as herein required, this Agreement will automatically be renewed for another year, except for wages which may be reopened any time if this Agreement is automatically renewed.

H. It is agreed upon by all parties that this contract is "cap compliant" within the applicable state law.

I. All prior Side Letters including but not limited to the May 12, 1998 Side Letter of Understanding (AR98-200 Work Shift/Schedule Changes), the August 24, 2000 Side Letter of Understanding (CO-99-404, AR2000-111, AR-2000-117, AR-2000-112, AR-2000-116, AR-2000-115, AR-2000-113, AR-2000-114, AR-2000-118) are hereby null and void in their entirety and are no longer applicable to the parties.

**ARTICLE XXII – PBA BUSINESS**

A. The Employer shall give a leave of absence with pay to two (2) duly authorized representatives of the New Jersey State Policemen's Benevolent Association Local 346, to attend any State or National Convention of such organization in accordance with the provisions of N.J.S.A. 40A:14-177. A Certificate of Attendance to the State Convention shall, upon request, be submitted by any person so attending. The leave of absence shall be a period inclusive of the duration of the convention with a reasonable time allowed to travel to and from the convention.

B. PBA Scheduled Time Off. The PBA President and Delegate or his designee will be allowed to attend meetings in relation to the Passaic County Conference and New Jersey State PBA meetings which are held once a month respectively. The PBA President and Delegate or his designee will be given off shift on the day of the meeting in its entirety in order to attend these meetings. For the purposes of this section, the "work day" is considered twenty-four (24) hours from 12:00 midnight to 12:00 midnight the next night. The granting of said time off shall be conditioned upon the PBA President, PBA Delegate or his designee giving fourteen (14) days prior notice to the Chief of Police. The granting and use of said time off will only be denied in the event of a clear and present danger confronting the Police Department.

FOR THE TOWNSHIP

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

Mayor James Damiano

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

LITTLE FALLS PBA LOCAL 346

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

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

## **PRESCRIPTION HEALTH BENEFIT FOR PBA MEMBERS**

EFFECTIVE IMMEDIATELY ALL PRESCRIPTIONS COVERED UNDER THE NORMAL 70/30, 80/20 OR 90/10 REIMBURSEMENT OFFERED BY THE STATE HEALTH BENEFITS PROGRAM FOR OFFICERS AND DEPENDENTS SHALL BE PAID FOR BY THE EMPLOYEE AND THEN PROCESSED THROUGH THE STATE HEALTH BENEFITS PLAN SELECTED BY THE EMPLOYEE (TRADITIONAL, HMO, NJ PLUS).

THE SOLE EXCEPTION TO AN EMPLOYEE PAYING IN FULL FOR THE PRESCRIPTION AT THE POINT OF PURCHASE SHALL BE WITH PRESCRIPTIONS FILLED AT SHOP RITE OF LITTLE FALLS. THE CLAIM WILL BE SUBMITTED ELECTRONICALLY BY SHOP RITE TO THE STATE HEALTH PROGRAM.

IN ALL CASES OTHER THAN LITTLE FALLS SHOP-RITE PHARMACY, UPON RECEIPT BY THE EMPLOYEE OF A CHECK FROM THE STATE HEALTH BENEFITS PLAN IN PAYMENT OF A PRESCRIPTION BENEFIT, THE EMPLOYEE SHALL AS QUICKLY AS POSSIBLE MAKE A COPY OF THE CHECK AND THE ATTACHED EXPLANATION OF BENEFITS AND SUBMIT THEM ALONG WITH A COPY OF THE ORIGINAL RECEIPT FROM THE PHARMACY TO THE TOWNSHIP'S FINANCE OFFICE.

WHEN PRESCRIPTIONS HAVE BEEN FILLED BY LITTLE FALLS SHOP-RITE PHARMACY, UPON RECEIPT BY THE EMPLOYEE OF A CHECK FROM THE STATE HEALTH BENEFITS PLAN IN PAYMENT OF A PRESCRIPTION BENEFIT, THE EMPLOYEE SHALL AS QUICKLY AS POSSIBLE ENDORSE THE CHECK AND SUBMIT IT WITH THE ATTACHED EXPLANATION OF BENEFITS AND A COPY OF THE ORIGINAL RECEIPT FROM THE PHARMACY TO THE TOWNSHIP'S FINANCE OFFICE.

THE FINANCE OFFICE WILL PROCESS NON LITTLE FALLS SHOP-RITE PHARMACY CLAIMS AND ISSUE A CHECK TO THE EMPLOYEE IN AN AMOUNT EQUAL TO THE TOTAL COST OF THE PRESCRIPTION LESS THE CO-PAY AND LESS THE AMOUNT COMPENSATED BY THE STATE HEALTH BENEFITS PROGRAM.

THE FINANCE OFFICE WILL PROCESS ALL LITTLE FALLS SHOP-RITE PHARMACY CLAIMS AND ISSUE A CHECK TO SHOP-RITE IN AN AMOUNT EQUAL TO THE TOTAL COST OF THE PRESCRIPTION LESS THE CO-PAY ALREADY PAID BY THE EMPLOYEE. THE AMOUNT COMPENSATED BY THE STATE HEALTH BENEFITS PROGRAM AND SIGNED OVER TO THE TOWNSHIP BY THE EMPLOYEE WILL BE USED TO OFFSET THE BILLING FROM LITTLE FALLS SHOP-RITE PHARMACY.

PRESCRIPTIONS WHICH DO NOT FALL UNDER THE NORMAL 70/30, 80/20 OR 90/10 REIMBURSEMENT, DUE TO THE STATE HEALTH PLAN OFFERING



A DIFFERENT REIMBURSEMENT PERCENTAGE OR NOT COVERING THE MEDICATION AT ALL, SHALL BE THE RESPONSIBILITY OF THE EMPLOYEE AND WILL NOT BE CONSIDERED BY THE TOWNSHIP FOR ANY REIMBURSEMENT.

**EXHIBIT A**  
**SALARY GUIDE**

<b>Rank</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Hire/Academy</b>	\$30,000	\$30,555	\$31,150.82	\$31,773.84
<b>1 Year</b>	\$35,000	\$35,647.50	\$36,342.63	\$37,069.48
<b>2 Years</b>	\$40,000	\$40,740	\$41,534.43	\$42,385.12
<b>3 Years</b>	\$45,000	\$45,832.50	\$46,726.23	\$47,660.76
<b>4 Years</b>	\$50,000	\$50,925	\$51,918.04	\$52,956.40
<b>5 Years</b>	\$56,000	\$57,036	\$58,148.20	\$59,311.17
<b>6 Years</b>	\$66,000	\$67,221	\$68,531.81	\$69,902.45
<b>7 Years</b>	\$76,000	\$77,406	\$78,915.42	\$80,493.73
<b>8 Years</b>	\$86,000	\$87,591	\$89,299.02	\$91,085
<b>9 Years</b>	\$96,000	\$97,776	\$99,682.63	\$101,676.28
<b>10 Years</b>	\$100,000	\$101,850	\$103,836.08	\$105,912.80
<b>11 Years</b>	\$105,000	\$106,942.50	\$109,027.88	\$111,208.44
<b>12 Years</b>	\$110,000	\$112,035	\$114,219.68	\$116,504.08
<b>13 Years</b>	\$115,000	\$117,127.50	\$119,411.49	\$121,799.72

<b>14 Years</b>	\$120,000	\$122,220	\$124,603.29	\$127,095.36
<b>15 Years</b>	\$125,000	\$127,312.50	\$129,795.09	\$132,391
<b>Sergeant</b>	\$132,000	\$134,442	\$137,063.62	\$139,804.89
<b>Lieutenant</b>	\$138,000	\$140,553	\$143,293.78	\$146,159.66