

RECEIVED

2005 MAY 17 P 2

CLERK
TOWNSHIP OF LITTLE FALLS

AGREEMENT

Between The

TOWNSHIP OF LITTLE FALLS

AND

LITTLE FALLS POLICE BENEVOLENT ASSOCIATION LOCAL 346

JANUARY 1, 2005 THROUGH DECEMBER 31, 2009

LAW OFFICES:
LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
I - RECOGNITION	1
II - GRIEVANCE PROCEDURE	1
III - SALARIES	3
IV - LONGEVITY	4
V - OVERTIME	4
VI - VACATIONS	5
VII - HOLIDAYS	7
VIII - INSURANCE	8
IX - DENTAL PLAN	9
X - CLOTHING ALLOWANCE	9
XI - WORK SHIFTS	9
XII - PERSONAL LEAVE	11
XIII - COLLEGE CREDIT REIMBURSEMENT	12
XIV - SPECIAL OFF-DUTY ASSIGNMENTS	13
XV - SAVINGS CLAUSE	13
XVI - MAINTENANCE OF BENEFITS	14
XVII - PRESERVATION OF RIGHTS	14
XVIII - INVESTIGATION OF POLICE OFFICERS	14
XIX - PERSONNEL FILES	16
XX - SICK LEAVE PROGRAM	17
XXI - DURATION	18
XXII - AGENCY SHOP	18
XXIII - GENERAL PROVISIONS	19
SIGNATURE PAGE	21
SCHEDULE "A" - SALARIES	22

PREAMBLE

THIS AGREEMENT, made this _____ day of _____ 2005, 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. 34:13A-1.1 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 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) A grievance shall be presented by the Employee and the Association representative to the immediate supervisor of the Employee within a reasonable time after the occurrence of the alleged grievance. If no satisfactory resolution is reached within one (1) working day, the grievance shall proceed to the next day.

(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) 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 Township Council within five (5) days thereafter. A written answer to said grievance shall be made to the Association and the Employee(s) involved within seven (7) 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 arbitration shall be apportioned equally between the

Township and the Association.

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.

ARTICLE III - SALARIES

The salaries of all bargaining unit Employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

SHIFT DIFFERENTIAL

Each Employee covered by this contract who is assigned for the year on the 3 PM to 11 PM shift or 11 PM to 7 AM shift shall be entitled to a 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:

Second Shift (evening) - 3% of the officer's base pay.

Third Shift (night) - 6% of the officer's base pay.

Swing Shift (7 PM- 3 AM) - 4.5% of the officer's base pay.

ARTICLE IV - LONGEVITY

A. Effective January 1, 2005, all full-time Employees in the negotiating unit shall be entitled to longevity pay based upon years of accumulative service of the Township at the following rates:

Upon completion of seven (7) years of service -	Two (2%) percent
Upon completion of ten (10) years of service -	Five (5%) percent
Upon completion of fifteen (15) years of service -	Seven (7%) percent
Upon completion of twenty (20) years of service -	Ten (10%) percent
Upon completion of twenty-four (24) years of service and thereafter -	Twelve (12%) percent

B. All periods of employment shall be computed from January 1st of the year of appointment or employment unless the date of said appointment or employment took place on or after July 1, in which case said period of employment shall be computed from January 1st of the year following said appointment or employment.

ARTICLE V - OVERTIME

A. 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 provided the Employee does not exceed forty-eight (48) hours of compensatory time accumulated in his/her bank. Compensatory time off can be used by the Employee when it will not generate overtime for a replacement.

B. All overtime earned by Employees covered herein shall be paid at the rate of time and one-half (1½) of his/her regular rate of pay, provided the Employee has actually worked his/her normally scheduled work week.

C. COURT APPEARANCE TIME: Should an Employee be required to appear before any Court or Grand Jury while said Employee is off duty, he/she shall receive compensation for time spent in such Court or before such Grand Jury at the rate of one and one-half times his/her regular hourly rate, provided that the officer has worked his/her normally scheduled work week.

D. 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.

ARTICLE VI - VACATIONS

A. Every Employee 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 five (5) vacation days 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.

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.

ARTICLE VII - HOLIDAYS

A. All Employees in the negotiating unit shall be entitled to the following paid 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 five (5) days (combined vacation and holidays) may be carried forward into the succeeding year. Utilization of these days carried forward shall only be permitted where it will not generate overtime for a ~~representation~~ ^{REPLACEMENT BY JG}. Any unused holidays or vacation days shall be paid at the end of said year at the Officer's then current rate of compensation.

C. One half of work day 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," shall be treated the same as a "vacation day."

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 at no cost to the aforesaid Employee, 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.

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. Employees in the bargaining unit agree to offer their full cooperation and compliance in coordinating the proper compensation for said benefits in accordance with the policies and procedures established by the Township of Little Falls. See attached explanation of prescription health benefit for PBA members. The Township and the bargaining unit agree that prescription co-payments will increase under the following schedule:

2005	2006	2007	2008	2009
\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

~~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 which provides co-payment for
 preventive diagnostic (70/30), prosthetic work (50/50) and
 orthodontic at 50/50 with a \$500.00 maximum.

ARTICLE X - CLOTHING ALLOWANCE

A. The Township will furnish all Employees in the bargaining
 unit covered by this Agreement with a bullet-proof vest. Each
 Employee shall have the right to select his own vest provided prior
 approval is obtained from the Chief. The Township shall replace
 bullet-proof vests when the Chief indicates it to be necessary.

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.

ARTICLE XI - WORK SHIFTS

A. The four (4) days on and two (2) days off shifts (4 and 2 shift) shall be maintained for all patrol staff. The 4 and 2 shift shall not be applicable to members of the bargaining unit serving in the detective bureau and other approved personnel.

B. In consideration for the reduction of hours from an average of 40 hours per week to an average of 37.4 hours per week which results from the institution of the 4 and 2 shift, the Association agrees that each Employee shall compensate the Township for the reduction in hours in the following manner:

Weapon Training	16 hours
Schooling	40 hours

As such, all officers must take 40 hours of schooling per year, unless emergency conditions require otherwise, and only with the approval of the Mayor. In no event shall schooling, as it pertains to the forty (40) hours of required or "give-back" time, exceed more than sixteen (16) hours within the last quarter of the calendar year.

There shall be no reimbursement for any expenses connected with attending classes. Attendance shall normally be at times other than the officer's scheduled shift unless special circumstances exist. Scheduling shall be by written request to the Chief or his designated scheduling officer.

It is specifically agreed by the parties hereto that the 4 and 2 shift can be rescinded at any time by the Mayor, in its sole discretion. If the Mayor restores the previous shift schedule, there shall be a prorata adjustment.

All officers who do not work the 4-2 shift shall receive

three (3) leave days annually.

C. Shift Schedules: The parties agree that each Employee shall receive notice of their scheduled shifts for the year on or about January 15th, but no later than January 30th. The Township reserves the right to change an Employee's shift so long as it provides the Employee and the Association thirty (30) days notice and abide by all other terms expressly set forth in the agreement to resolve the 1998 grievance arbitration on "short term notice-shift change."

D. Shift Bidding by Seniority All full time Employees shall have the right to bid for shifts based upon their seniority within their rank. Each September the shift bidding shall take place for the new work schedule to take effect on January of the following year. The Chief of Police shall have the right to place officers within the schedule based upon any specialized skills that may be needed for the effective operation of a shift.

ARTICLE XII - PERSONAL LEAVE

A. Full-time permanent Employees in the negotiating unit shall be entitled to two 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 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 - COLLEGE CREDIT REIMBURSEMENT

The Township shall reimburse police officers for college tuition for course work related to their police activities or necessary to fulfill the obligations of an Associate or Bachelor's Level degree related to police work, subject to the following conditions and guidelines:

A. A grade of "C" or better is required for reimbursement.

B. Any course taken will be compensable if it leads toward a degree in police related matters with the following condition - if the officer leaves the Department within three years of a course taken to fulfill a degree, the officer will be required to pay back the tuition costs for any of these courses. The three year stipulation will be waived in the event the Employee retires either through disability or other pension authorized retirement.

C. A maximum cost equivalent to the State college credit costs for undergraduate work or the actual cost, whichever is less, will be paid as a reimbursement.

The following is the schedule for the number of credits allowed per year for an officer in the Little Falls Police Department:

Years in Dept.

Credits Allowed/Yr.

½ - 2

Up to 6

2 - 4

Up to 12

4 - 6

Up to 18

Over 6

Unlimited

ARTICLE XIV - 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. For 2005, the base rate shall be \$54.57, with a double time rate of \$72.75. For 2006, the base rate shall be \$57.03, with a double time rate of \$76.03. For 2007, the base rate shall be \$59.59, with a double time rate of \$79.45. For 2008, the base rate shall be \$62.27, with a double time rate of \$83.02. For 2009, the base rate shall be \$65.08, with a double time rate of \$86.76.

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

ARTICLE XV - 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 XVI - 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 effect without diminution during the term of this agreement unless modified herein or by subsequent agreement of the parties.

ARTICLE XVII - 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 XVIII - INVESTIGATION OF POLICE OFFICERS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

other provisions of the agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI - 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 effect without diminution during the term of this agreement unless modified herein or by subsequent agreement of the parties.

ARTICLE XVII - 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 XVIII - INVESTIGATION OF POLICE OFFICERS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

~~2. The interrogation shall take place at a location~~
designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessitate, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two

(2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

~~7. In cases other than departmental investigations, if a~~
member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XIX - 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, Mayor and/or ^{BUSINESS ADMIN.} ~~Governing Body.~~

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 and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his 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 XX - SICK LEAVE PROGRAM

Each Employee receives ten (10) sick leave days per year and may accumulate up to a maximum of five (5) days per year toward retirement, which shall accumulate from year to year. The Employee may elect to be paid for any unused sick leave days in the current calendar year. An officer shall be permitted to carry forward five (5) unused sick days and be paid for five (5) unused sick days at the end of each year. He shall be paid at the daily rate of pay for each day less than five (5) used, which payment will be made on January 30th of the following year.

Upon honorable separation from the Little Falls Police Department, each Employee shall be paid for each of his/her sick days at 100% value for each day. "Honorable separation" shall include separation for retirement on or after 10 (ten) years of service as defined by the New Jersey State Police and Fire Pension Statutes. "Honorable separation" is meant to include any

disability retirement.

~~The maximum pay out for accumulated sick days shall be as~~
follows:

2004	2005	2006	2007	2008	2009
\$9,261.00	\$9,677.75	\$10,113.24	\$10,568.34	\$11,043.91	\$11,540.89

ARTICLE XXI - DURATION

This Agreement shall be effective as of January 1, 2005 except as otherwise provided herein, and shall terminate on December 31, 2009.

ARTICLE XXII - 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 eighty-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 XXIII - GENERAL PROVISIONS

A. No Employee of the Police Department shall have the right to strike, 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 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

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 (AND DRUGS COVERED BY A \$1.00. TO \$5.00 PAYMENT IN AN HMO) 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. IN THAT INSTANCE, THE EMPLOYEE SHALL PAY \$2.00 CO-PAY AND 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 AGREED UPON \$2.00 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 \$2.00 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.

J 5-20-05
J 6/20/05
J 7/23/05

thereof of the proposed changes and their desire to terminate this agreement. If notice is not given 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. The provisions of the Side Letter of Understanding between the Township of Little Falls and Little Falls PBA Local 346 signed by the Township of September 25, 2000, where applicable, shall continue in effect.

H. The Employer shall authorize paid leave for two duly authorized representatives of the Little Falls Patrolmen's Benevolent Association, Local 346 to attend New Jersey State PBA conventions per year. Each duly authorized representative shall be entitled to eight (8) days leave per year for this purpose.

This provision shall only apply to the PBA as a bargaining agent for the members of the Little Falls Police Department and shall not apply to any other association. This provision shall only remain in effect during the period that the PBA in acting as the bargaining agent and shall be rescinded if or when the PBA stops acting as a bargaining agent.

FOR THE TOWNSHIP:

By: Eugene Kulich

By: [Signature]

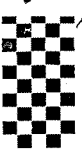
LITTLE FALLS PBA LOCAL 346

By: [Signature]

By: [Signature]

2005 MAY 17 P 2:12

RECEIVED



SCHEDULE "A"

RANK	2004 SALARY	4.5% Increase Eff. 1/1/05	4.5% Increase Eff. 1/1/06	4.5% Increase Eff. 1/1/07	4.5% Increase Eff. 1/1/08	4.5% Increase Eff. 1/1/09
Captain	\$85,288.00	\$89,125.96	\$93,136.63	\$97,327.78	\$101,707.53	\$106,284.37
Lieutenant	80,934.00	84,576.03	88,381.95	92,359.14	96,515.30	100,858.49
Sergeant	75,729.00	79,136.81	82,697.96	86,419.37	90,308.24	94,372.11
Patrolman						
After 7 yrs. (Max.)	71,325.00	74,534.63	77,888.68	81,393.67	85,056.39	88,883.93
After 6.5 yrs.	68,054.00	71,116.43	74,316.67	77,660.92	81,155.66	84,807.67
After 6 yrs.	64,784.00	67,699.28	70,745.75	73,929.31	77,256.13	80,732.65
After 5.5 yrs.	61,512.00	64,280.04	67,172.64	70,195.41	73,354.20	76,655.14
After 5 yrs.	58,240.00	60,860.80	63,599.54	66,461.52	69,452.28	72,577.64
After 4.5 yrs.	54,970.00	57,443.65	60,028.61	62,729.90	65,552.75	68,502.62
After 4 yrs.	51,699.00	54,025.46	56,456.60	58,997.15	61,652.02	64,426.36
After 3.5 yrs.	48,426.00	50,605.17	52,882.40	55,262.11	57,748.91	60,347.61
After 3 yrs.	45,155.00	47,186.98	49,310.39	51,529.36	53,848.18	56,271.35
After 2.5 yrs	41,885.00	43,769.83	45,739.47	47,797.74	49,948.64	52,196.33
After 2 yrs	38,612.00	40,349.54	42,165.27	44,062.71	46,045.53	48,117.58
After 1.5 yrs	35,341.00	36,931.35	38,593.26	40,329.95	42,144.80	44,041.32
After 1 yr.	32,070.00	33,513.15	35,021.24	36,597.20	38,244.07	39,965.05
After .5 yrs.	28,798.00	30,093.91	31,448.14	32,863.30	34,342.15	35,887.55
Hire	25,527.00	26,675.72	27,876.12	29,130.55	30,441.42	31,811.29

The above step schedule for Patrol Officers affects only those Employees who were hired after September 1, 1998. Any Employees hired as a Patrol Officer prior to September 1, 1998 shall be determined to be at the top (7 year) step. The above schedule affects all Sergeants, Lieutenants and Captains regardless of their date of hire.