

A G R E E M E N T

Between

BOROUGH OF FAIRVIEW

BERGEN COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION
PBA LOCAL NO. 45 (FAIRVIEW UNIT)

JANUARY 1, 2007 THROUGH DECEMBER 31, 2010

LAW OFFICES:

LOCCKE • CORREIA
SCHLAGER • LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880

I N D E X

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement -----	1
I	Preservation of Rights -----	2
II	Employee's Basic Rights -----	4
III	Exclusivity of Association Representation----	6
IV	Existing Law -----	7
V	Association Recognition -----	8
VI	Association Representatives -----	9
VII	Rights of Employees -----	11
VIII	Data for Future Bargaining -----	14
IX	Salaries -----	15
X	Work Day, Work Week & Overtime -----	17
XI	Hourly Rate -----	18
XII	Court Time -----	19
XIII	Training Pay -----	20
XIV	Recall -----	21
XV	Shift Changes -----	22
XVI	Longevity -----	23
XVII	PBA Representatives -----	24
XVIII	Vacations -----	25
XIX	Personal Leave -----	26
XX	Holidays -----	27
XXI	Sick Leave -----	28
XXII	Work Incurred Injury -----	29
XXIII	Bereavement Leave -----	31
XXIV	Terminal Leave -----	32
XXV	Leave of Absence -----	33
XXVI	Medical Contract & Insurance -----	34
XXVII	Insurance -----	35
XXVIII	Death Benefits -----	36
XXIX	Bulletin Board -----	37

<u>ARTICLE</u>		<u>PAGE</u>
XXX	Ceremonial Activities -----	38
XXXI	Personnel Files -----	39
XXXII	Military Leave -----	40
XXXIII	Pension -----	41
XXXIV	Grievance Procedure -----	42
XXXV	Savings Clause -----	45
XXXVI	Off Duty Police Action -----	46
XXXVII	Mileage Allowance and Telephone -----	47
XXXVIII	Maternity Leave -----	48
XXXIX	Safety & Health -----	49
XL	No Waiver -----	50
XLI	Facilities -----	51
XLII	Seniority -----	52
XLIII	Meal Allowance -----	53
XLIV	Priority for Overtime -----	54
XLV	Replacements -----	55
XLVI	Changes and Modifications -----	56
XLVII	Unit Membership -----	57
XLVIII	Clothing Allowance -----	58
XLIX	Negotiation Procedures -----	60
L	Agency Shop -----	61
LI	Training -----	63
LII	Discipline -----	64
LIII	College Credits -----	65
LIV	Work in Higher Rank -----	66
LV	Dental Plan -----	67
LVI	Miscellaneous -----	68
LVII	Term of Contract -----	69
	Signature Page -----	70
	Appendix A - Salary Schedule -----	71
	Appendix A-1 - Salary Schedule -----	72
	Appendix A-2 - Salary Schedule -----	73
	Appendix B - Vacation Schedule -----	74

A G R E E M E N T

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the BOROUGH OF FAIRVIEW, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 45 (Fairview Unit), hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

PRESERVATION OF RIGHTS

The Borough of Fairview agrees that all benefits, terms and conditions of employment relating to the status of Borough of Fairview Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the existing standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

The parties agree that during the term of this Agreement, they shall meet periodically in good faith attempt to resolve such additional issues as may arise.

If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor or the

Council President.

Any changes and modifications concerning terms and conditions of employment shall be negotiated with the majority representative before they are established.

ARTICLE II

EMPLOYEE'S BASIC RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in the collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of the State of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee by reason of his membership in the Association and its affiliates his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

For the purposes of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time Police Officer

employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males; special Police appointed pursuant to N.J.S.A. 40A:14-146 are expressly excluded.

ARTICLE III

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local No. 45, Fairview Unit) with regard to the categories of personnel covered by this Agreement.

ARTICLE IV

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE V

ASSOCIATION RECOGNITION

The Employer recognizes PBA Local No. 45 (Fairview Unit) only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees excluded herein (Chief and Deputy Chief excluded).

No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

ARTICLE VI

ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement.

The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representative and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provision of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

B. The designated Association representative shall be granted reasonable time with pay during his scheduled working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this **Section**.

C. PBA MEETINGS -

1. Local Meeting:

- a. While the PBA delegate is on duty and in uniform he or she shall be permitted time off to attend local PBA meetings.
- b. While at the local meeting, the delegate shall maintain continuous radio contact with the desk and be subject to return to any call upon twenty (20) minutes notice excepting that in the case of an emergency the delegate shall undertake his or her best efforts to arrive at the scene as soon as possible.

2. PBA COUNTY MEETING

- a. The PBA delegate if on duty and in uniform shall be permitted to attend the regular Bergen County Conference Meeting.
- b. While at the regular Bergen County Conference meeting, the delegate shall maintain continuous radio contact with the front desk and be subject to return to any call upon reasonable notice.
- c. Attendance at the conference while on duty shall be classified for enumeration purposes as one-half (½) of a shift.

ARTICLE VII

RIGHTS OF EMPLOYEES

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

(a) 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, as determined by the Chief of Police. If any time is lost as a result of a Departmental investigation, the member of the force shall be compensated, so long as he is exonerated of the charge.

(b) The interrogation shall take place at a location designated by the Chief of Police, usually it will be at Police Headquarters.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members 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.

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

(e) 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.

(f) The complete interrogations of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him or the Chief. There will be no "off-the-record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.

(g) If a member of the force is under arrest or is likely to be, that is, if he is a 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.

(h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, 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.

ARTICLE VIII

DATA FOR FUTURE BARGAINING

The Employer and the Association each agree to make available to the other all relevant data that each may require to bargain collectively.

Neither the Employer nor the Association shall incur additional expense by virtue of this **Article**. This **Article** shall not apply to any attorney-client work product.

ARTICLE IX

SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be set forth in **Appendix "A"**.

B. The wage steps entitled Academy and Post Academy Step shall apply to all new Employees for a period of twelve (12) months from the date of appointment regardless of whether a new Employee has had previous police training and/or experience with another police department or agency.

The salary for Employees in the Academy and Post Academy Step shall be as follows:

1. From date of hire for a period not to exceed six (6) months thereafter eighty five (85%) percent of the current salary payable to a patrolman fourth grade;
2. From six (6) months after the date of hire for a period not to exceed twelve (12) months thereafter ninety (90%) percent of the current salary payable to a patrolman fourth grade;
3. Upon completion of the Academy and Post Academy Steps, a patrolman would then be classified as a patrolman fourth grade.
4. Effective March 14, 2002 above paragraphs B1, B2 and B3 shall utilize the patrolman 6th Grade rate for calculation purposes.
5. Effective for Employees hired after January 1, 2003 the Academy Rate and Post Academy Rate will be eliminated and replaced by a new step designated as "Ninth Grade". The salary rate for Employees in Ninth Grade shall be as set forth on Schedule A-3 annexed.

C. The Borough may implement a bi-weekly pay cycle as soon as it is operationally possible to do so following March 14, 2002.

ARTICLE X

WORK DAY, WORK WEEK AND OVERTIME

The normal work day tour shall include with it one (1) one-half ($\frac{1}{2}$) hour meal period and two (2) rest periods of fifteen (15) minutes each.

The present Police schedule of work is adopted herein by reference and made a part of this contract, as to hours of work, shifts and tour basis.

Effective January 1, 1980 work in excess of the Employee's basic daily or weekly tour of duty is overtime. Overtime shall be paid as time and one-half ($1\frac{1}{2}$) either in compensatory time off or in cash at the option of the Employee.

The regular patrol schedule (four (4) days on, followed by two (2) days off - four (4) days on, followed by three (3) days off - four (4) days on, followed by three (3) days off) shall continue. Officers working a steady shift of thirty-two (32) hours per week (4-3) shall be scheduled on a monthly basis to the differential in hours. This does not affect Detectives.

ARTICLE XI

HOURLY RATE

The prevailing hourly wage rate is the rate obtained by using the Employee's yearly base salary and longevity divided by thirty-six and one-half (36.5) work hours by fifty-two (52) weeks per year.

ARTICLE XII

COURT TIME

Court time, as referred to in this **Article**, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a direct result of his official duties.

Such required Court time shall be compensated at time and one-half (1½) for the first four (4) hours each day and regular rates of pay for each hour thereafter.

When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this **Article**, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body.

The amount of overtime to which an Employee may be entitled under this **Article** shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time.

ARTICLE XIII

TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half (1½) rate for attending training courses designated and authorized by the Chief.

ARTICLE XIV

RECALL

Any Employee who is called back to work after having completed his regular scheduled shift or during a scheduled day off shall be guaranteed three (3) hours of work or pay at the overtime rate.

ARTICLE XV

SHIFT CHANGES

The Employer agrees that it will not adjust shifts so as to avoid overtime to Employees covered by this Agreement.

ARTICLE XVI

LONGEVITY

In addition to all wages and all payment, each Employee shall be entitled to a longevity payment of two and one-half (2.5%) percent of their annual base for every four (4) years of completed service, to a maximum of fifteen (15%) percent. Employees hired after January 1, 2007 shall enjoy the same longevity progression however the maximum shall be twelve (12%) percent (the last four (4) year increase shall be two percent (2%).

ARTICLE XVII

PBA REPRESENTATIVES

The Employer agrees to grant the necessary time off without loss of pay to members of the Association's Executive Board to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as is the current practice.

The PBA Delegate shall be permitted time off to attend local PBA meetings subject to twenty (20) minute recall (with radio) in appropriate attire. The PBA Delegate shall also be permitted to attend the regular monthly Bergen County Conference meetings, a one-half shift each meeting.

ARTICLE XVIII

VACATIONS

The vacation allowance shall be as set forth in this Agreement in Appendix "B".

When in any calendar year the vacation or any part thereof is not granted by reason of Police activities, they shall be granted during the next succeeding year.

Vacations shall be selected on a seniority basis by rank consistent with the current practice subject to the Department needs and reasonable notice to the Employer.

ARTICLE XIX

PERSONAL LEAVE

Each Employee shall have five (5) personal leave days per year. For purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days, but shall provide the Employer with not less than forty-eight (48) hours prior notice except in emergent or unusual circumstances.

A maximum of one (1) personal day per Employee not utilized may be carried over into the following year without charge to the following year's allowance.

In any event, however, any number of personal days may be carried over to the following year without being charged against the following year's allowance when said personal days are not taken because the Chief or his designee has not permitted an Employee to take same because of the Department needs.

Employees hired after March 14, 2002 shall receive three (3) annual personal days.

ARTICLE XX

HOLIDAYS

All Employees covered by this Agreement shall be entitled and will receive fourteen (14) paid holidays per year at their respective hourly rate.

The entire holiday benefit shall be folded into base pay and be used for all computation purposes.

ARTICLE XXI

SICK LEAVE

The sick leave policy shall be maintained as per the past practice.

ARTICLE XXII

WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Employer may require the said Employee to present an additional certificate from the Police Surgeon.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be on the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or by the final decision of the last reviewing Court, which shall be binding upon the parties.

For the purpose of this **Article**, injury or illness incurred while the Employee is acting in an Employer authorized activity, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

An injury on duty requiring time off for treatment, recuperation, or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XXIII

BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family.

Immediate family shall include spouse, children, parents, brothers, sisters, grandparents of Employee or spouse.

Such funeral leave shall not be charged against the Employee's vacation or sick leave.

Any extension of absence under this **Article**, however, may at the Employee's option and with consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

In the case of unusual circumstance not specifically covered in this **Article**, funeral leave may be granted or extended at the discretion of the Chief of Police or the Chairman of the Police Committee.

ARTICLE XXIV

TERMINAL LEAVE

A. All Employees hired prior to January 1, 1986 shall receive the full value of all accrued sick time up to one year as terminal leave at the time of retirement. Said full value of all accumulated sick time up to one year shall be paid at the respective retiring Employee's base rate of salary plus longevity, holidays, personal days, vacation days and clothing allowance. All Employees hired after January 1, 1986 shall receive fifty (50%) percent of the full value of all accumulated sick leave up to one (1) year at the time of retirement. The value of accumulated sick leave shall be calculated using the respective retiring Employee's base rate of salary at the time of retirement plus longevity, holidays, personal days, vacation days and clothing allowance. Retirement for the purpose of this **Article** shall be defined pursuant to the New Jersey Police and Firemen's Pension Statutes.

B. If an Employee dies prior to retirement then said Employee's estate shall be entitled to the full value of the Terminal Leave Benefit.

C. Employees hired on or after January 1, 2007 shall be provided with the above terminal leave formula however, the maximum amount payable shall be capped at Twenty-Five Thousand Dollars (\$25,000.00).

ARTICLE XXV

LEAVE OF ABSENCE

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed six (6) months.

The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Borough Clerk. The Mayor and Council shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. It shall be granted only when the Employee has used his vacation leave if leave without pay is requested for reasons other than illness. This **Section** cannot be utilized by an Employee to seek other employment. A violation of this **Section** shall subject Employees to disciplinary proceedings, including discharge.

At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.

Seniority shall be retained but shall not accrue during such leave.

ARTICLE XXVI

MEDICAL CONTRACT AND INSURANCE

A. The Employer will provide and pay for Blue Cross, Blue Shield, Rider J, and Major Medical Insurance for Employees covered by this Agreement and their families. All plans presently in existence shall be maintained.

B. All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

C. The existing practice of providing coverage for retirees shall be maintained.

D. The Borough shall have the right to change the health insurance carrier providing that all the benefits are equal or better.

ARTICLE XXVII

INSURANCE

The Employer will continue to indemnify Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, privileged occupancy and the invasion of civil rights.

The Borough shall insure and indemnify each member of the bargaining unit for liability and legal expenses for any first aid or Good Samaritan act performed off duty in the same manner as if he were on duty.

ARTICLE XXVIII

DEATH BENEFITS

If any full time Employee has died or shall have died as a result of injury sustained in the course of the performance of his or her duties, then the surviving wife/husband shall be eligible to receive a payment of Ten Thousand (\$10,000.00) Dollars. In the event the deceased Employee shall leave no widow or widower surviving but shall leave minor children under the age of eighteen (18) years then, in such event, the said sum shall be paid to each minor children equally, share and share alike. This benefit is to be considered separate and apart from other benefits the Employee or his estate may be entitled to at the time of his or her death.

ARTICLE XXIX

BULLETIN BOARD

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XXX

CEREMONIAL ACTIVITIES

The present practice with respect to uniformed members of the Department and use of Police vehicles attending the funeral of a Police Officer of another Department shall continue.

ARTICLE XXXI

PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may make an appointment to review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer of 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.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXXII

MILITARY LEAVE

Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXXIII

PENSION

The Employees shall continue to be covered under the existing Police and Firemen's Retirement System of the State of New Jersey.

ARTICLE XXXIV

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used:

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation.

No bargaining unit member may be subject to so-called minor discipline without just cause - minor discipline being defined as a suspension of six days or less or some other equivalent fine or penalty, and the PBA may take a grievance alleging that an Employee in the bargaining unit was not disciplined for just cause to final and binding arbitration.

The procedure for settlement of grievances shall be as follows:

- (a) STEP ONE - In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with

his immediate supervisor. The supervisor shall decide the grievance within ten (10) working days after the grievance is first presented to him.

(b) STEP TWO - If no satisfactory resolution of the grievance is reached at STEP ONE, then within ten (10) working days the grievance shall be presented in writing to the Chief of Police or his designee. The Chief shall render a decision within ten (10) working days after the grievance was first presented to him.

(c) STEP THREE - If no satisfactory resolution of the grievance is reached at STEP TWO, then within ten (10) working days the Association shall request the Borough Clerk to place the grievance on the Mayor and Council's agenda together with all copies of previous correspondence relating to the matter in dispute. The Mayor and Council may give the Association the opportunity to be heard and will give its decision in writing within ten (10) days of receipt of the written grievance.

(d) STEP FOUR - If no satisfactory resolution of the grievance is reached at STEP THREE, the Employee or the Association may refer the matter to the Public Employment Relations Commission (PERC) for the selection of an Arbitrator. The parties will pay their respective costs

for arbitration, and the decision of the Arbitrator shall be final and binding upon the parties.

ARTICLE XXXV

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable laws.

ARTICLE XXXVI

OFF-DUTY POLICE ACTION

All Police Officers are extended all protection provided under N.J.S.A. 40A:14-152.1 et seq.

ARTICLE XXXVII

MILEAGE ALLOWANCE AND TELEPHONE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of Fourteen (\$.14) Cents per mile.

Each Employee shall be required to submit his home telephone number to the Department and shall be required to report any change of home telephone number.

The Department shall not release the Employee's home telephone number to anyone without an express and written authorization executed by the Employee.

ARTICLE XXXVIII

MATERNITY LEAVE

Maternity leave not to exceed six (6) months without pay shall be granted at the request of a female Employee.

Maternity leave may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

ARTICLE XXXIX

SAFETY AND HEALTH

The Employer shall at all times maintain existing working conditions including Police vehicles, to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

ARTICLE XL

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employee herein are entitled by law.

ARTICLE XLI

FACILITIES

All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonable private locker rooms.

ARTICLE XLII

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to layoff, recall, transfer and any other similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to illness or injury in the line of duty. An illness or injury in the line of duty must be certified by the Police Surgeon.

ARTICLE XLIII

MEAL ALLOWANCE

An Employee who is obligated to go outside of the Borough on official duty shall receive a meal allowance consistent with present practice.

ARTICLE XLIV

PRIORITY FOR OVERTIME

Overtime will be offered to regular full time Officers first before it is offered to any other person, and said overtime shall be offered on a rotating seniority basis, pursuant to present practice at the discretion of the Chief or his designee.

ARTICLE XLV

REPLACEMENTS

In accordance with present practice, no full time Employees covered by this Agreement shall be replaced by any non-Police, part time or other personnel.

No post required to be filled or presently filled by a full time Employee covered by this Agreement shall be covered by any non-Police, part time or other personnel. The hiring of a police secretary shall not be deemed as a violation of this Article. This article shall be further defined by the decision of AR-2001-339.

ARTICLE XLVI

CHANGES AND MODIFICATIONS

In the event the appropriate State Pension Board or the Legislature make any modifications to the present Pension Law or Rules and Regulations relating thereto which modifications would inure to the benefit of the Employees, the parties agree to reopen negotiations with respect to this **Article**.

ARTICLE XLVII

UNIT MEMBERSHIP

Membership in the Employee Organization (PBA Local No. 45, Fairview Unit), hereinafter in this clause called PBA, is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership within the PBA, if they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regarding such matters.

Membership in the PBA is separate, apart, and distinct from the assumption by one of the equal obligation to the extent that he has received equal benefits. The PBA is required under this Agreement to represent all of the Employees bargaining unit fairly and equally without regard to PBA membership. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the PBA, and this Agreement has been executed by the Employer after it had satisfied itself that the PBA is a proper majority representative.

ARTICLE XLVIII

CLOTHING ALLOWANCE

Each new Employee shall receive from the Employer the standard uniform allowance and his weapon and his first issue of leather goods.

Thereafter, the Employer will pay each Employee an annual clothing and maintenance allowance. The current practice for payment will continue. The annual clothing/maintenance allowance shall be as follows:

Eff. 1/1/07 - - \$750.00	Eff. 1/1/09 - - \$850.00
Eff. 1/1/08 - - \$800.00	Eff. 1/1/10 - - \$900.00

This payment shall be made to plain clothed as well as uniformed Employees.

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.

Utilization of **Section** above shall not diminish the clothing allowance set forth in this Agreement, except if a complete new uniform is issued in any calendar year.

An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer without diminishing the clothing allowance set forth therein. Employee

must submit proof of damage to the Chief before ordering any replacements for damaged clothing or equipment immediately after such damage to clothing or equipment occurs.

ARTICLE XLIX

NEGOTIATION PROCEDURES

The collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

Collective negotiations meetings shall be held at times and places mutually convenient at the request of either the Borough or the Department.

Employees of the Department who may be designated to participate in the collective negotiations will be excused from Police assignment, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department in the opinion of the Chief of Police.

The duly authorized negotiating agent of either the Borough or the Department shall not be required to be an Employee of the Borough.

ARTICLE L

AGENCY SHOP

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union 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.

The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the

Union under this **Article**.

ARTICLE LI

TRAINING

Each Employee covered under this Agreement who shall have at least two (2) years of service with the Borough shall be entitled to attend two (2) in-service training programs every two (2) calendar years provided, however, that the said in-service training school shall be in Bergen County or elsewhere in the state if approved by the New Jersey State Police Training Commission. Attendance at other schools or courses shall be subject to the approval of the Governing Body. All such courses shall not exceed a two (2) week duration. Such training shall be considered as time worked for all purposes under this Agreement and may be scheduled by the Chief to coincide with an Employee's normal day tour of duty so as to avoid overtime. In the event of a manpower shortage, the Chief has the prerogative to postpone such training period.

ARTICLE LII

DISCIPLINE

Any Officer charged with a disciplinary infraction shall be entitled to representation of his choice in every step of the disciplinary procedure; any Officer accused of any offense shall be entitled to representation by an attorney of his choice. Reimbursement for said representation shall be in accordance with existing State statute.

ARTICLE LIII

COLLEGE CREDITS

All Employees shall be paid for courses being taken at the rate of Fifty (\$50.00) Dollars per credit hour for all courses leading to a degree in Police Science.

ARTICLE LIV

WORK IN HIGHER RANK

In the event that a member of the Department is assigned to perform duties normally assigned to a member having a higher rank and said assignment shall be for a period of sixty (60) days or more, then that Officer or member, so assigned, shall receive a salary commensurate with that rank during the time he is so assigned.

ARTICLE LV

DENTAL PLAN

A. The Borough shall maintain the existing dental plan for each Employee covered under this Agreement.

B. The Borough shall have the right to change the Dental Insurance Carrier providing that all the benefits are equal or better.

ARTICLE LVI

MISCELLANEOUS

It is hereby agreed that members of the Department may continue to wear their leather jackets until such time as they are worn out.

The Borough shall provide a locker for each uniformed Officer.

A lock shall be re-installed in the gate of the Police Station proper to be controlled by the Desk Officer.

The entrance to the Police Headquarters shall be equipped with the proper release mechanism to allow locking of the entrance between the hours of 12:00 A.M. and 7:00 A.M..

The lighting facilities at the front desk shall be improved.

The Borough shall provide a coffee maker and supplies.

The Borough will provide each Officer with a copy of the Department Rules and Regulations currently in effect.

The following manuals shall be available to every Officer on every shift:

- a. A Borough Ordinance Manual
- b. A Motor Vehicle Title 39 Manual; and
- c. Criminal Title 2C Manual

The Borough will comply with all Federal and State Health and Safety Regulations relating to facilities and equipment.

ARTICLE LVII

TERM OF CONTRACT


The term of this Agreement is four (4) years, January 1, 2007 to December 31, 2010.

All benefits, terms and conditions agreed upon between the parties in this Agreement shall be deemed to be effective January 1, 2010 unless otherwise stated. Retroactivity payments due upon this Agreement shall be made as soon as possible after the date of this Agreement.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals.

ATTEST:

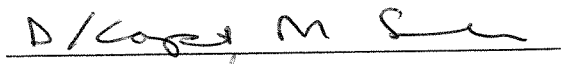
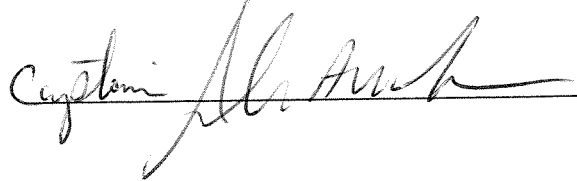
BOROUGH OF FAIRVIEW


Borough Clerk


Mayor

ATTEST:

PBA LOCAL NO. 45 (FAIRVIEW UNIT)

Dated: 3/21/07

APPENDIX A

BASE SALARIES

Effective for Employees Hired
On or After January 1, 2002

	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09	Effective 01/01/10
PATROLMAN				
ACADEMY	\$44,819	\$46,612	\$48,476	\$50,415
POST-ACADEMY	\$47,457	\$49,356	\$51,330	\$53,383
SIXTH GRADE	\$53,827	\$55,980	\$58,220	\$60,548
FIFTH GRADE	\$60,197	\$62,605	\$65,109	\$67,714
FOURTH GRADE	\$66,561	\$69,223	\$71,992	\$74,872
THIRD GRADE	\$72,938	\$75,856	\$78,890	\$82,046
SECOND GRADE	\$79,308	\$82,481	\$85,780	\$89,211
FIRST GRADE (Max)	\$85,684	\$89,111	\$92,675	\$96,382
SERGEANT	\$91,682	\$95,349	\$99,162	\$103,129
LIEUTENANT	\$98,100	\$102,023	\$106,104	\$110,348
CAPTAIN	\$104,967	\$109,165	\$113,531	\$118,072

APPENDIX A-1

BASE SALARIES

Effective for Employees Hired
On or After January 1, 2003

	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09	Effective 01/01/10
PATROLMAN				
NINTH GRADE	\$26,000	\$27,040	\$28,122	\$29,246
EIGHTH GRADE	\$36,266	\$37,716	\$39,225	\$40,794
SEVENTH GRADE	\$42,910	\$44,627	\$46,412	\$48,268
SIXTH GRADE	\$53,827	\$55,980	\$58,220	\$60,548
FIFTH GRADE	\$60,197	\$62,605	\$65,109	\$67,714
FOURTH GRADE	\$66,561	\$69,223	\$71,992	\$74,872
THIRD GRADE	\$72,938	\$75,856	\$78,890	\$82,046
SECOND GRADE	\$79,308	\$82,481	\$85,780	\$89,211
FIRST GRADE (Max)	\$85,684	\$89,111	\$92,675	\$96,382
SERGEANT	\$91,682	\$95,349	\$99,162	\$103,129
LIEUTENANT	\$98,100	\$102,023	\$106,104	\$110,348
CAPTAIN	\$104,967	\$109,165	\$113,531	\$118,072

APPENDIX A-2

BASE SALARIES

Effective for Employees Hired
On or After January 1, 2007

	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09	Effective 01/01/10
PATROLMAN				
TENTH GRADE	\$26,000	\$27,040	\$28,122	\$29,246
NINTH GRADE	\$31,133	\$32,378	\$33,673	\$35,020
EIGHTH GRADE	\$36,266	\$37,716	\$39,225	\$40,794
SEVENTH GRADE	\$42,910	\$44,627	\$46,412	\$48,268
SIXTH GRADE	\$53,827	\$55,980	\$58,220	\$60,548
FIFTH GRADE	\$60,197	\$62,605	\$65,109	\$67,714
FOURTH GRADE	\$66,561	\$69,223	\$71,992	\$74,872
THIRD GRADE	\$72,938	\$75,856	\$78,890	\$82,046
SECOND GRADE	\$79,308	\$82,481	\$85,780	\$89,211
FIRST GRADE (Max)	\$85,684	\$89,111	\$92,675	\$96,382
SERGEANT	\$91,682	\$95,349	\$99,162	\$103,129
LIEUTENANT	\$98,100	\$102,023	\$106,104	\$110,348
CAPTAIN	\$104,967	\$109,165	\$113,531	\$118,072

APPENDIX B

VACATION

The Borough's present vacation policy shall continue on the basis that the vacation period shall be computed on the present work schedule and not on a calendar week, in order that the personnel shall have the full vacation days off.

The vacation schedule shall be as follows:

<u>Years of Service</u>	<u>Number of Days</u>
0 - 1	1 Day for Each Month of Service
2 - 5	12
6 - 10	16
11 - 15	20
16 and Over	24

Employees hired on or after January 1, 2007 shall obtain the twenty-four (24) vacation day plateau after twenty (20) years of service.