

A G R E E M E N T

B E T W E E N

THE TOWNSHIP OF FAIRFIELD

A N D

**WEST ESSEX POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 81**

JANUARY 1, 2006 through December 31, 2008

PREPARED BY:
Law Offices
LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, NJ 07601
(201) 488-0880

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 - RECOGNITION.	1
2 - REPRESENTATION FEE IN LIEU OF DUES FOR NONMEMBERS.	1
3 - SALARIES.	2
4 - INCREMENTAL INCREASES.	3
5 - WORK SCHEDULE	4
6 - OVERTIME.	6
7 - PENSION AND INSURANCE.	7
8 - LONGEVITY.	13
9 - UNIFORMS AND EQUIPMENT.	13
10 - VACATION, HOLIDAYS AND TERMINAL LEAVE.	15
11 - BAN ON WORK STOPPAGE.	18
12 - EMBODIMENT OF AGREEMENT.	19
13 - LEGAL REFERENCE AND SAVINGS CLAUSE.	20
14 - MANAGEMENT RIGHTS.	20
15 - GRIEVANCE PROCEDURE.	22
16 - PROBATION OFFICERS GRIEVANCE RIGHTS.	24
17 - PRIVATE VEHICLE USE.	24
18 - BEREAVEMENT PAY.	24
19 - ASSOCIATION RIGHTS.	25
20 - SENIORITY AND TERMINATION.	26
21 - DURATION.	27

22 - ACTING OFFICER. 28

23 - EDUCATIONAL REIMBURSEMENT. 28

24 - NON-DISCRIMINATION CLAUSE. 30

25 - OFF DUTY WORK 30

25 - SIGNATURE PAGE. 31

SCHEDULE A-1 SALARIES 32

SCHEDULE A-2 SALARIES 33

ARTICLE 1 - RECOGNITION.

The Employer hereby recognizes PBA Local No. 81 as the exclusive bargaining representative with respect to rate of pay, hours and other conditions of employment for employees of the Police Department, who are classified as Police officers, Corporals, Sergeants, Lieutenants, and Captains, but not the Chief of Police and all other employees of the Township of Fairfield.

ARTICLE 2 - REPRESENTATION FEE IN LIEU OF DUES FOR NON-MEMBERS.

Section A. The Association having made membership available to all employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representation fee in lieu of dues as a condition of employment. Any new employee in the bargaining unit who does not join the Association within thirty (30) days from Police Academy graduation, any existing permanent non-member employee who does not join the Association within thirty (30) days from the execution of this contract and any permanent employee previously employed within the unit who does not join the Association within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This fee shall not exceed eighty five percent (85%) of the regular membership dues, fees and assessments, as permitted under the New Jersey Employer-Employee Relations Act, as amended, P.L. 1979c 477 (N.J.S.A. 34:13A-5.5). The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A-5.5 and 5.6.

6. The provisions of Article 4 are not applicable to probationary Police Officers.

ARTICLE 5 - WORK SCHEDULE

The workday shall consist of twelve (12) consecutive hours in any one (1) day of the work week. As part of the twelve (12) hour workday, each member shall have 30 minutes for meals, and two (2) fifteen minute breaks, but will be available for emergency calls during that time. Each member shall present themselves at the Police Headquarters in uniform and be prepared to begin their tour of duty at the beginning of the workday.

The work schedule for the Patrol and Detective Divisions will be as follows:

1. Each tour of duty within the Patrol Division shall consist of twelve (12) hours. Employees covered by this work schedule shall be scheduled on duty for two (2) twelve (12) hour tours of duty on two (2) consecutive days, then scheduled off duty for two (2) twelve (12) hour tours of duty on two (2) consecutive days; followed by three (3) twelve (12) hour tours of duty on three (3) consecutive days, then scheduled off duty for two (2) twelve (12) hour tours of duty on two (2) consecutive days; followed by two (2) twelve (12) hour tours of duty on two (2) consecutive days, then scheduled off duty for three (3) twelve (12) hour tours of duty on three (3) consecutive days.

The starting time of the "day shift" shall be 0700 hours. The stopping time for the "day shift" shall be 1900 hours. The starting time for the "night shift" shall be 1900 hours. The stopping time for the "night shift" shall be 0700 hours. Employees covered by this Section shall change tours every twenty-eight (28) days.

2. The work schedule for the Detective Division shall be five (5) consecutive days on from Monday through Friday, then scheduled two (2) consecutive days off on

Saturday and Sunday. There will be two (2) eight (8) hour tours on five (5) consecutive days from Monday through Friday.

3. The hourly rate for all employees will continue to be calculated by dividing their annual compensation by 2,080 hours.

4. All employees working under this work schedule shall continue to receive leave time (vacation, holidays, personal, and sick leave) in hours which shall be calculated by multiplying the number of contractually provided tours by eight (8) hours (e.g., 20 vacation tours equals 160 hours). All accumulated and earned leave time as of the date of implementation of this Agreement shall be converted into hours. All leave time accrued thereafter shall be in hours.

5. Bereavement leave and terminal leave shall continue to be based upon calendar days as stipulated within the work contract, regardless of working hours.

6. In conformance with the Fair Labor Standards Act, the Township will establish a twenty-eight (28) day work period. It is recognized and agreed that this work period is established for Fair Labor Standards Act purposes only, and does not alter in any way any employee's contractual overtime rights, which shall be based upon the time and one-half (1½x) rate for all hours worked beyond the employee's regularly scheduled working tour or on their regularly scheduled day off (RDO).

7. Effective January 1, 2004 each employee on a twelve (12) hour work schedule shall be credited with 104 hours of time in a Schedule Time Bank (STB) on each successive January 1st. Said hours shall be utilized within that calendar year consistent with the following provisions:

a. The hours in the STB shall be utilized during said year so that not more than

forty (40) hours remain in the bank by the first of September of said year and shall be minimally reduced by an additional ten (10) hours for each calendar month thereafter in said year. In the event that the STB hours are not so utilized then the Police Department shall have the right to select and schedule the excess hours so that all STB hours are used in the same calendar year.

- b. In the event of an employee separating from service the STB hours from the year of separation shall be prorated.
- c. STB time shall be scheduled by the employee with prior approval.
- d. STB time shall not accrue during the following circumstances:
 - 1. During suspensions resulting from disciplinary action of two (2) consecutive weeks or more.
 - 2. In circumstances of non-duty related illness or non-duty related injury beyond two (2) consecutive weeks. Such time that exceeds two (2) weeks shall not count or accrue.
 - 3. Military leave that exceeds beyond two (2) weeks *per annum*.
 - 4. Voluntary Leaves of Absence.
 - 5. During designated terminal leave periods.

ARTICLE 6 - OVERTIME.

Section A. Any Police officer, Corporal, or Sergeant who is directed by an officer in charge to work in excess of their regularly scheduled shift will be paid overtime at the rate of time and one-half ($1\frac{1}{2}x$).

Section B. Any Police officer, Corporal, or Sergeant who is directed by an officer in charge to perform work on any day or part of a day in which the Police officer, Corporal, or Sergeant is not regularly scheduled to work shall be paid for all such hours at the rate of time and one-half ($1\frac{1}{2}x$). The above shall also apply if work is required as a result of a court order.

Section C. Police officer, Corporal, or Sergeants may elect to receive overtime pay in cash or in compensatory time. While the total amount of accrued compensatory time

during the year is unlimited, no more than 100 hours shall accrue to the Police officer, Corporal, or Sergeant's compensatory Time Off (CTO) Bank at any one time. At separation from service for any reason the employer shall have three (3) months to pay off any remaining compensatory time hours.

At the officer's request any compensatory time, (not to exceed 40 hours) shall be paid to the Police officer, Corporal, or Sergeant at their regular hourly rate at the officer's request, which request shall be submitted to the Employer no later than December 31. Payment shall be made by the end of January of the immediately succeeding year at the rate in effect as of December 31 of the preceding year. The above restrictions will be relaxed for the time accumulated as a result of firearms training or departmental meetings.

In the event that any of the foregoing provisions conflict with the provisions of the Fair Labor Standards Act, the latter shall control.

Section D. When a Police officer, Corporal, or Sergeant is required to testify in Municipal Court during off-duty hours they shall receive compensation at the rate of time and one-half (1½x) for all hours spent in such Court, provided they have during the regular Court Clerk's office hours immediately prior to their appearance, confirmed with the Court Clerk the necessity of their appearance. A Police officer, Corporal, or Sergeant required to appear shall receive a minimum of two (2) hours at the rate of time and one-half (1½x).

Section E. No overtime compensation shall be paid or required in instances when Police officer, Corporal, or Sergeants voluntarily switch tours of duty or to cover for the next scheduled police officer.

Section F. Members shall, at the option and discretion of the Employer, participate in training programs and schooling. Said training programs and schooling shall be, when

practicable, during the regular tour of duty. But when such is not feasible, the Police officer, Corporal, or Sergeants shall be entitled to compensatory time at the rate of time and one-half ($1\frac{1}{2}x$).

Section G. Overtime payments shall be calculated on base salary and longevity.

Section H. A Police officer, Corporal, or Sergeant assigned to the Detective Bureau, when placed on standby for a week, shall receive an additional four (4) hours pay at time and one-half ($1\frac{1}{2}x$) for that particular week. If actually called to duty they shall be entitled to a minimum of two (2) hours pay at time and one-half ($1\frac{1}{2}x$). Police officers, Corporals, or Sergeants called to duty where the call out does not result in a continuation of their normally scheduled tour or duty shall be entitled to a minimum of two (2) hours pay at time and one-half ($1\frac{1}{2}x$).

Section I. The Employer shall have the right to change a member's scheduled shift hours on any day which is a scheduled working day for the member in order to provide necessary manpower coverage due to or caused by, absence due to illness or injury, absence due to schooling, vacations, holidays, compensatory time off, bereavement leave, unpaid leave of absence. Employer shall not change any of the member's work days unless the member is given one week's notice of such change, except in the case of unforeseen or emergent circumstances. The Employer shall order in police officers and Corporals as necessary on the basis of a list according equal opportunity to change of schedule shift hours. No member's scheduled work days shall be changed, altered or modified, without at least seven days notice, for the purpose of minimizing, reducing or eliminating overtime compensation, except in the case of unforeseen or emergent circumstances.

ARTICLE 7 - PENSION AND INSURANCE.

Section A. Except as otherwise specified herein, the Employer shall provide to members and their families the following insurance protection at no cost to the members:

1. New Jersey State Health Benefits Program or equal:

Part I (Basic Plan)
Blue Cross and Blue Shield, and
Part II (Major Medical), including
All "Rider J" and "14/20 Series" benefits.

This clause shall be superseded on January 1, 2004 by the insurance plan described in Section F.

2. Life Insurance of at least Five Thousand (\$5,000.00) Dollars term policy.
3. False Arrest Insurance.
4. General Liability coverage.
5. Group Dental Insurance Benefits substantially equal to or greater than dental insurance benefits enjoyed during the contract period 1989 - 1991.
6. Prescription Drug Plan (\$1.00 deductible/prescription), the employer will honor any drug prescription not covered by the insurance carrier, with \$1.00 deductible. Effective January 1, 1998 or as soon thereafter as can be implemented by the township, the prescription co-pay shall be set as follows: \$1.00 for generic; and \$5.00 for brand name.

Section A-1. If any insurance policies of the municipality covering the members shall be canceled or not obtainable at regular rates, the Municipality shall notify the PBA of such situation. The Municipality shall then only be required to maintain such insurance coverage as is required by State Statutes.

Section A-2. Any member hired prior to January 1, 1999 who, at retirement, has completed 25 years or more of creditable service as defined by the New Jersey Police and Fire Pension Law, shall continue to receive from the municipality medical benefits

substantially similar in nature to those provided during the member's employment and similar to those health benefits being provided to employees presently working. This benefit shall apply to the member, spouse, and all dependents. In the event of disability retirement, the member, their spouse and dependents shall be covered by this benefit. If the member dies while on disability retirement, their spouse and dependents will be covered until such time as the spouse remarries or dies.

Section A-3. Any member hired on or after January 1, 1999, and before December 31, 1999, who, at retirement, has completed 25 years or more of service, shall continue to receive from the municipality medical benefits substantially similar in nature to those provided during the member's employment and similar to those health benefits being provided to employees presently working. This benefit shall apply to the member and spouse only. Dependent coverage shall be provided to such members, but the member shall pay for such coverage at the insurance group rate charged to the Employer. In the event of disability retirement, the member, their spouse and dependents shall be covered by this benefit. If the member dies while on disability retirement, their spouse and dependents will be covered until such time as the spouse remarries or dies.

Section A-4. Any member hired on or after January 1, 2000 who, at retirement, has completed 25 years or more of creditable service as defined by the New Jersey Police and Fire Pension Law, twenty (20) years of which with the Township of Fairfield, shall continue to receive from the municipality medical benefits substantially similar in nature to those provided during the member's employment and similar to those health benefits being provided to employees presently working. This benefit shall apply to the member and spouse only. Dependent coverage shall be provided to such members, but the member

shall pay for such coverage at the insurance group rate charged to the Employer. In the event of disability retirement, the member, their spouse and dependents shall be covered by this benefit. If the member dies while on disability retirement, their spouse and dependents will be covered until such time as the spouse remarries or dies.

Section A-5. Whenever health insurance is available to a retired member or their spouse from another source at no or nominal cost, said insurance shall become the primary coverage and the municipal coverage shall become secondary.

Section A-6. In the event that during the term of this contract the State Legislature approves a retirement program for officers credited with twenty years of service, the parties agree that the extent of applicability of the retirement provisions of this Agreement to such early retirement shall be reopened for negotiation between them.

Section B. Pension, life insurance and retirement benefits shall be provided in accordance with the Statutes of New Jersey.

Section C. The employer shall provide a description of the member's insurance benefits to include the following:

1. Name of company and policy number.
2. Eligibility requirements.
3. Summary of benefits.
4. Forfeiture of benefits.
5. Claims procedure.

Section D. The employer will provide Group Disability Insurance through the Group Policy. If a member is disabled because of a job-related injury, accident, or illness, the employer will continue to pay the member their weekly salary together with benefits for a period of up to one year. Any salary reimbursement from publicly funded services or

insurances that the member may receive because of the injury, accident or illness shall be remitted to the employer. Pension and other benefits shall continue during this period. Should the member remain disabled beyond the period of one year, the employer will continue to provide the same health and medical benefit program for the member and their dependents that it provides to its other members. After the one year salary benefit has been exhausted, the disabled member will receive at least sixty (60%) percent of their weekly gross salary from insurance coverage provided by the employer. This benefit shall continue until the member returns to active duty, reaches the age of sixty-five (65) or receives medical retirement status with the New Jersey Police and Fireman's retirement system.

If the member becomes disabled because of a non-job-related injury, accident or illness, the employer will continue to pay the member their weekly salary together with benefits for a period of up to 30 days. After 30 days, the disabled member will receive at least sixty (60%) percent of their weekly gross salary from the Employer for a period of up to six (6) months from the start of their disability leave (the six month period includes the 30 day period at the onset of the leave). During the part of the six month period that the Employer is paying the member sixty (60%) percent of their salary, the Employer shall continue to pay the Employer's portion and the member's portion of the New Jersey Police and Firemen's pension contribution. After the six months are exhausted, the member will receive at least sixty (60%) percent of their weekly gross salary from insurance coverage provided for by the Employer. This benefit shall continue until the member returns to active duty, reaches the age of 65, or receives medical retirement status with the New Jersey Police and Firemen's retirement system. Should the member remain disabled beyond the

period of 30 days, the employer will continue to provide the same health and medical benefits program for the member and their dependents that it provides to its other Police Officers up to a maximum period of one year.

Section E. The employer may, without prior notice to the PBA, change insurance carriers so long as substantially similar benefits are provided, which are comparable to those in effect.

Section F. Effective January 1, 2004 and subject to Section E above, the employer shall have the right to implement the medical insurance plan set forth at Schedule B of this Agreement or a substantially equivalent medical insurance plan.

ARTICLE 8 - LONGEVITY.

In addition to their base rate salaries, longevity payments shall be provided to all covered members as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 5 years	2% of base rate
Completion of 10 years	4% of base rate
Completion of 15 years	6% of base rate
Completion of 20 years	8% of base rate
Completion of 24 years or more	10% of base rate

ARTICLE 9 - UNIFORMS AND EQUIPMENT.

Section A. Each new police officer of the Police Department covered by this Agreement will be provided with the following issue of uniforms:

- 1 Dress blouse
- 1 Pair Dress Pants

- 4 pair uniform pants
- 6 long sleeve Uniform Shirts
- 6 Short sleeve Uniform Shirts
- 1 Lightweight Reversible Jacket
- 1 winter jacket
- 1 Reversible Rain Coat and Hat cover
- 2 Black Ties
- 1 Tie Bar
- 1 Pershing Hat with Silver Band and Leather Strap
- 1 Pair Uniform Shoes
- 1 Pair Rubber boots
- 1 Pair White Dress Gloves
- 1 Set N.J.P.D. collar Insignia
- 1 Whistle and chain
- 1 Name plate
- 1 Garrison Belt

and Equipment:

- 1 Duty Belt
- 1 holster
- 1 Magazine Pouch
- 1 set of Handcuffs and Case
- 1 PR - 24 Baton and Holder
- 1 OC spray and holder
- 1 set D rings
- 1 set breakaway clips
- 4 Belt Keepers
- 1 Sam Brown Belt
- 1 Bullet Proof Vest and Cover
- 1 Duty Weapon and Magazines

- 1 Hat Badge
- 2 Uniform Badges
- 1 Wallet Badge and Holder

New police officers shall receive substantially all of the above items upon reporting to duty after successful completion of their courses of study at the Police Academy. They shall receive all of the above items not later than upon being promoted to permanent status on the force.

Section B. Each member will be provided with an annual uniform replacement allowance of Four Hundred Forty (\$440.00) Dollars and shall have the right to make purchases at suppliers approved by the Township. Payment is to be made in a lump sum during the first week of June.

Section C. Any uniform item damaged in the line of duty which is not repairable will be replaced by the employer. The employer shall repair or replace the above-listed equipment as required and as recommended by the Chief of Police or the Chief's designee.

Section D. Each member will also be provided with an annual uniform cleaning allowance of Four Hundred Thirty-Five (\$435.00) Dollars. Payment under this section shall be in a lump sum during the first week of June.

Section E. In the event the employer orders a change in the standard uniform or equipment to be worn by all members, the employer shall issue each new item or items to all present members and such item or items shall become part of the standard issue to new Police officers under Section A.

Section F. All equipment and uniforms supplied by the employer shall remain the property of the employer and shall be returned upon termination of employment for any reason.

ARTICLE 10 - VACATION, HOLIDAYS AND TERMINAL LEAVE.

Section A. All members covered by this Agreement will be provided with thirteen (13) paid holidays per year, provided they are in the employ of the Department when the

holiday occurs, which shall be paid to them in one (1) payment on the second payday of each November at the rate of pay then in effect. The thirteen (13) holidays are as follows:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Election Day
11. Thanksgiving
12. Christmas
13. Day after Christmas

If a member is assigned to work any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas, they are to be paid at the rate of time and one-half for any of the above holidays they works. Such premium rate shall be paid for these holidays only.

Section B. The vacation schedule is amended to read as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION DAYS (In Hours)</u>
First calendar year	6 hours per month of employment
Beginning 2nd year	80 hours
Beginning 3rd year	88 hours
Beginning 4th year	96 hours
Beginning 5th year	104 hours
Beginning 6th year	112 hours
Beginning 7th year	120 hours
Beginning 8th year	128 hours
Beginning 9th year	136 hours
Beginning 10th year	144 hours
Beginning 11th year	152 hours
Beginning 12th year	160 hours
Beginning 13th year	168 hours

Beginning 14th year	176 hours
Beginning 15th year	Maximum of 200 hours

Section C. Vacations shall be chosen by all members in order of a sequence of rank followed by a seniority in rank procedure.

Section D. All vacation time will be picked by seniority by January 31st of the calendar year. Any vacation selection after January 31st will be solely on a first come, first serve basis. No vacation shall be permitted when such will cause less than the minimum number of personnel necessary to properly staff the department as determined by the Chief of Police. No vacation will be scheduled if such produces scheduled overtime.

Section E. Vacation time shall not be cumulative and must be taken, or paid, in the year earned. The Administrator, upon the recommendation of the Chief, may permit the carry over of vacation time for what they deem sufficient reasons. Request for such carry over shall be made to the Chief of Police prior to November 1, who shall then submit said request to the Administrator for consideration their recommendation of the request and reason therefor.

In the event of termination, entitlement to vacation time shall be determined in full days and shall be prorated in accordance with actual time employed.

Section F. Subject to the reasonable scheduling requirements of the employer, the employer shall permit the maximum number of members to take vacation time at the same time.

Section G. The taking of five (5) consecutive days vacation time will supersede all seniority rights over requests of less than five days in succession. Vacation and/or compensation time shall be allowed to be split with approval of scheduling officer.

Section H. Twenty-four (24) personal hours off shall be granted to each member. The days may be taken in increments of half days or as otherwise permitted by the Chief of Police. No personal days or increment thereof shall be taken except with the permission of the Chief of Police or the Chief's designee. The personal days or increments thereof shall be utilized only for spontaneous or emergent circumstances not known sufficiently in advance to utilize vacation or compensatory time. The personal days shall not be utilized in lieu of sick time for the member him/herself. There shall be no yearly carry over of this privilege and any time not utilized shall be forfeited on December 31st.

Section I. If a member, during any calendar quarter of each year, during the term of this contract, accrues no sick time, they shall be entitled to eight additional vacation hours for each such quarter. For the purpose of this benefit, sick time incurred because of job-related sickness or injury will not count as sick time.

Section J. A member, upon retirement from the Police Department on a New Jersey Police and Firemen's Pension System-sanctioned full service retirement shall receive ninety (90) calendar days terminal leave prior to the members official date of retirement.

ARTICLE 11 - BAN ON WORK STOPPAGE.

Section A. It is recognized that the prevention of crime, the preservation of Law and Order, and protection of life and property is the responsibility of the Township and the members of the Police Department, and it is further recognized that the need for continued and uninterrupted operations of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Section B. Adequate procedures having been provided for equitable settlement of

grievances arising out of this Agreement, the parties hereto agree that during the term of this Agreement, there shall not be, and that the PBA, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slow downs, mass resignations, mass absenteeism or other suspension of or interference with normal work performance. In connection therewith, the Township shall have the right to discipline or discharge any employee, as such shall be deemed just cause for dismissal, and/or to seek and obtain such judicial relief or administrative relief for any breach of this Agreement.

ARTICLE 12 - EMBODIMENT OF AGREEMENT.

This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of members in the Police Department. The parties acknowledge that they had the opportunity to present and discuss proposals on any subject which are (or may be) subject to collective bargaining. Any reference to "employee, or member" shall mean the police officers, Corporals, Sergeants, Lieutenants and Captains covered by the Recognition Clause of this Agreement.

This Agreement represents and incorporates the complete and final understanding of the parties. The parties will not rely upon past practices, rights, privileges or benefits having an economic impact upon the parties existing prior to this Agreement. All such rights, privileges and benefits are specifically waived unless incorporated in this Agreement.

Neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of

either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 13 - LEGAL REFERENCE AND SAVINGS CLAUSE.

Section A. Nothing contained in this Agreement shall in any way diminish the authority conferred by law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority, and the Township reserves the full right and authority to make any additions and modifications of the foregoing as it may deem necessary and advisable from time to time. This Agreement shall be construed as requiring the Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the power conferred upon them by law.

Section B. In the event any provision of this Agreement be invalidated by Federal or State legislation, governmental regulation or Court decision, the remainder of the Agreement not so invalidated shall remain in full force and effect.

ARTICLE 14 - MANAGEMENT RIGHTS.

Section A. Except as modified by provisions of this Agreement, the Township of Fairfield reserves and retains solely and exclusively all of its statutory, Common Law and administrative rights to manage the operation of the Police Department of the Township of Fairfield, and such shall include, but is not limited to, its rights to determine the existence or non-existence of facts which are essential to the proper operation of the Township

Police Department and/or managerial decisions, to establish and/or continue such rules, policies, practices, or procedures for the conduct of the Police Department and its services to the citizens of Fairfield, and from time to time, to change or abolish such rules, practices or procedures, the right to determine, and from time to time, redetermine the number, locations and relocations and types of its Officers and police officers and employees or to require or to discontinue any performance by employees; to determine the number of hours per day or week any operation of the Police Department may be carried on; and to select such, to schedule and reschedule shifts and tours of duty to maximize the efficiency of the police force in a manner most economically beneficial to the Township; to select police officers in accordance with the requirements determined by the Department of Police and Township Authorities; to establish training programs and upgrading requirements for officers and police officers within the Department; to establish and change work schedules and assignments; to transfer, promote or demote officers or police officers, or to lay off, terminate or otherwise relieve officers and/or police officers from duty for lack of work; and other legitimate reasons; to determine the facts of lack of work to alter, make and enforce reasonable rules for maintenance of discipline; to suspend, discharge or otherwise discipline officers and/or police officers for just cause and otherwise to take such measures as the Township may determine necessary for the orderly and efficient operation of the Department of Police for the Township of Fairfield, New Jersey, provided, however, nothing herein shall prevent a member for presenting their grievance for the alleged violation of any article or specific terms of this Agreement under the provisions of the Grievance Procedure.

It is agreed that nothing in this Agreement shall in any way prohibit the employer

from discharging or otherwise disciplining any member regardless of seniority, for good and just cause.

ARTICLE 15 - GRIEVANCE PROCEDURE.

Section A. For the purposes of this Agreement the term "grievance" means any complaint, difference or dispute between the Employer and any Employee(s) with respect to the interpretation, application or violation of any of the provisions of this Agreement or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

Section B. All grievances shall be settled in accordance with the following grievance procedures:

STEP 1: The grievance shall be taken up by the aggrieved member and their immediate supervisor within five (5) days. The supervisor shall render a decision, verbally or in writing, within five (5) working days.

STEP 2: If the grievance is not satisfactorily resolved in Step 1, it shall be reduced to writing within five (5) working days and referred to the Chief of Police for further discussion. A meeting will be held between the Chief of Police and the grievant within five (5) working days from presentation. The decision of the Chief of Police shall be in writing within five (5) working days following the meeting.

STEP 3: If the grievance is not satisfactorily resolved in Step 2, the grievance shall be referred to the Police Liaison or such other person designated by the Mayor and Council for hearing and decision. The hearing shall occur within thirty (30) days from notification

of the grievance. The hearing shall be on the record below, unless further testimony is requested by the hearing officer. They shall render a decision within fifteen (15) days from the date of the hearing.

STEP 4: If the grievance is not satisfactorily resolved in Step 3, the aggrieved party may submit the matter to arbitration within fifteen (15) days of the receipt of the written decision. The arbitrator shall be selected by the parties from a panel of proposed arbitrators submitted by the New Jersey Public Employment Relations Commission.

Section C. The arbitrator mutually selected shall not have the right to alter, add to or detract from the provisions of this Agreement but shall have jurisdiction to interpret, apply or determine in compliance with this Agreement.

Section D. The costs of arbitration shall be shared equally by the parties. In the event that the arbitrator finds that the position of one of the parties was proffered in bad faith or tantamount to being frivolous, such party shall bear all the costs of the arbitration.

Section E. The decision of the arbitrator shall be final and binding upon the parties.

Section F. The time limits specified above shall be complied with unless the parties mutually agree to extend them.

Section G. Any grievance not presented within the time limits shall be deemed as satisfactorily resolved unless a waiver is agreed upon.

Section H. Failure of the employer to set up a meeting when required or to render a decision within the time limits shall be deemed as an unsatisfactory resolution and shall entitle the grievant to move to the next step.

Section I. The initial two steps of the Grievance Procedure may be waived by the parties upon mutual agreement.

Section J. All waivers, agreements and postponements must be in writing.

ARTICLE 16 - PROBATION OFFICERS GRIEVANCE RIGHTS.

Police officers in probationary status shall have no right to any grievance concerning the decision to permanently employ the officer to dismiss the officer. Said decision shall be discretionary with the employer who may promote the officer to permanent status, discharge or retain the officer in a probationary status.

ARTICLE 17 - PRIVATE VEHICLE USE.

When a member is required to use their private vehicle for Township business, they will be paid a mileage allowance equivalent to the prevailing State of New Jersey rate, plus tolls and parking charges.

ARTICLE 18 - BEREAVEMENT PAY.

In the event a member sustains a death in their immediate family, they will be permitted four (4) days bereavement leave without the loss of pay. A member may request additional leave in excess of the four (4) days where exigent circumstances or hardship necessitate the request.

"Immediate family" shall include: father, mother, grandfather, grandmother, grandchild, spouse, son, daughter, brother, sister, sister-in-law, father-in-law, mother-in-law, stepbrother, son-in-law, daughter-in-law, brother-in-law, stepsister or family members in residence not described.

In the event of the death of a member's uncle, aunt, nephew, niece, or cousin of the first degree, the member shall be permitted one day of bereavement leave without the loss of pay.

Exception to this rule may be at the discretion of the Chief of Police, with the approval of the Mayor and Council.

ARTICLE 19 - ASSOCIATION RIGHTS.

Section A. The Association shall designate two (2) of its members who shall be the bargaining unit representatives. One representative shall be entitled to be present at all grievance proceedings when requested by a grievant who is not represented by counsel. If so scheduled for bargaining sessions or grievance proceedings, said representative will be granted time off from duty for such purposes.

Section B. The employer shall permit the PBA through its President or their designees, reasonable use of a bulletin board in Police Headquarters for the posting of notices concerning PBA business and activities affecting the welfare of PBA members. No item shall be posted without the express permission of the employee representative who shall be responsible for its content.

Section C. Bargaining representatives and/or counsel for the PBA or the PBA's designee may enter the Police Department at reasonable times during working hours for the purpose of investigating facts relating to members' grievances or other matters relating to the operation of this Agreement. A grievant may be released from their duty in order to confer with such representative(s) of the PBA, subject to the reasonable scheduling demands of the employer. The attorney shall report to the officer in charge and secure

their permission to be on the premises and shall advise him/her of the grievant's name. Permission will be granted only if said meeting does not interfere with the operations of the department.

ARTICLE 20 - SENIORITY AND TERMINATION.

Section A. For purposes of lay-off and recall from lay-off, members shall be governed by seniority. Seniority shall mean the member's length of continuous service with the employer. When lay-off is to occur, the least senior police officer in the bargaining unit shall be laid off first. In the event of recall, members on lay-off status shall be recalled in the inverse order of lay-off. The employer shall be permitted to use special police officers while any regular member is on lay-off status for an emergency of any other purpose, provided, however, that such special police officers shall not be utilized for the purpose of performing job duties normally performed by a permanent member who is on lay-off status and not normally performed by such special police officers except in emergencies.

Section B. Seniority shall be broken only under the following circumstances:

1. Voluntary termination;
2. Termination for just cause;
3. Failure to report to work within five (5) days after receipt of notification of recall.

Notice shall be by certified mail, mailed to the last address of the employee.

Section C. In the event of termination of employment of a member for any reason, all accrued and unused vacation, holidays and compensatory time shall be paid to the member. The provisions of this Section shall apply to members who retire, are separated due to disability, or death. In the latter case, payment shall be made to the member's

estate, heirs or next of kin.

Section D. Whenever a member is required or permitted to take a test, whether oral or written, they shall be permitted to see the results of their personal test scores.

Section E. 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.

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

Whenever a written complaint concerning an officer of their actions is to be placed in their personnel file, a copy shall be made available to the officer and the officer shall be given the opportunity to rebut it if the Employee so desire, and the Employee shall be permitted to place said rebuttal in their 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 21 - DURATION.

This Agreement shall have an effective term January 1, 2006 through December 31,

2008, and the terms hereof shall remain in full force and effect until the negotiation of a successor Agreement.

ARTICLE 22 - ACTING OFFICER.

Any Police officer acting in the capacity of a Superior Officer for a scheduled tour of duty shall be paid \$12.00 per day up to the fifth (5th) consecutive day in addition to their regular pay, provided no Superior Officer is on duty for the tour. After five (5) consecutive days the rate will increase to \$18.00 per day in addition to their regular pay, provided no Superior Officer is on duty for the tour. This Article shall not apply to the Detective Division.

ARTICLE 23 - EDUCATIONAL REIMBURSEMENT.

If a member elects to attend an accredited college during off duty hours with the intention of obtaining an academic degree in a police related field, the employer will reimburse to the member the cost of tuition and books.

Section 1. The Township shall pay the costs presented as follows:

100% If a grade A or its numerical equivalent is achieved.

90% If a grade B or its numerical equivalent is achieved.

80% If a grade C or its numerical equivalent is achieved.

The Township will not be required to reimburse an employee for costs and/or fees incurred in the event that a grade of at least C or its numerical equivalent is not achieved.

Section 2. No reimbursement shall be paid unless the course or courses are approved beforehand by the Chief of Police. Effective January 1, 1999, no reimbursement

shall be paid to any member for any course taken during the calendar year if that employee has already been approved for reimbursement for fifteen (15) credits taken during the same calendar year.

Section 3. Reimbursement for courses attended shall not be paid until evidence of satisfactory completion and payment has been presented and approved.

Section 4. The maximum reimbursable cost per tuition credit shall be the per credit tuition level for undergraduate studies of the top State College/University. The participating member shall pay any difference, if any, between the educational institution attended and the rate referenced above.

Section 5. Effective January 1, 1999, the same dollar per credit limitation set forth under Section 4. herein shall also apply to credits taken toward a Master's Degree. However, if the employer, at any time, requires that Master's Degree courses or curriculum be taken by a police employee as a condition or criterion of continued employment or promotion, then the employer must reimburse said employee at the highest State University cost per credit to obtain a Master's Degree in the approved field of study.

Section 6. Effective January 1, 1999, the employer shall not be required to provide tuition reimbursement for courses taken towards a Doctorate Degree, unless the employer requires an employee to take Doctorate Degree courses or curriculum as a condition or criterion of continued employment or promotion, in which case, the employer must reimburse said employee at the highest State University cost per credit to obtain a Doctorate Degree in the approved field of study.

ARTICLE 24 - NON-DISCRIMINATION CLAUSE.

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, color, creed, sex, national origin, sexual orientation, or political affiliation (so long as said political affiliation does not conflict with the Constitution of the United States of America).

B. The Township and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any police organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE 25 - OFF DUTY WORK

Compensation for road jobs and commercial enterprises within the Township shall be paid through the employer's payroll system. The actual rate of pay, together with an Administrative fee, have been negotiated between the parties as follows. The Police Officer rate of compensation shall be set pursuant to the Police Department Policy and Procedure Manual and the Employer shall be permitted to add \$3.00 per hour as an agreed upon Administrative Fee to said officer rate.

ARTICLE 26 - SIGNATURE PAGE.

The parties, whose signatures appear below, represent that they understand the terms of this Agreement, that they have the authority to enter into this Agreement, and that they intend to be legally bound thereby.

Attest:

Joseph Colaneri

TOWNSHIP OF FAIRFIELD
[Signature]

Attest:

[Signature]

PBA LOCAL NO. 81
(Fairfield Unit)

[Signature]
[Signature]

Date: 01/26/2004

SCHEDULE A-1
SALARIES

	<u>Effective</u> <u>01/01/06</u>	<u>Effective</u> <u>01/01/07</u>	<u>Effective</u> <u>01/01/08</u>
Captain of Police	\$113,820	\$118,373	\$123,108
Lieutenant of Police	\$101,367	\$105,422	\$109,639
Sergeant of Police	\$88,894	\$92,450	\$96,148
Corporal of Police	\$81,231	\$84,481	\$87,860
 <u>Police Officers:</u>			
Academy Level	\$42,901	\$44,617	\$46,402
First year of Service	49,226	51,195	53,243
Second year of Service	59,098	61,462	63,920
Third year of Service	64,422	66,999	69,679
Fourth year of Service	68,958	71,717	74,585
Thereafter per year	78,520	81,661	84,927

SCHEDULE A-2**SALARIES**

Applicable to Newly Hired Police Officers

Hired on or after January 1, 2003

	Effective <u>01/01/06</u>	Effective <u>01/01/07</u>	Effective <u>01/01/08</u>
Captain of Police	\$113,820	\$118,373	\$123,108
Lieutenant of Police	\$101,367	\$105,422	\$109,639
Sergeant of Police	\$88,894	\$92,450	\$96,148
Corporal of Police	\$81,231	\$84,481	\$87,860
<u>Police Officers:</u>			
First year of Service	\$38,062	\$39,584	\$41,168
Second year of Service	42,539	44,241	46,011
Third year of Service	47,578	49,481	51,460
Fourth year of Service	54,294	56,466	58,725
Fifth year of Service	61,570	64,033	66,594
Sixth year of Service	69,406	72,183	75,070
Thereafter per year	78,520	81,661	84,927

Township of Fairfield
North Jersey Municipal Employee Benefits Fund
6/20/2003

Schedule B

PLAN DESIGN	Proposed Aetna Patriot V QPOS (gatekeeper)	
	Referrals Required	
	Referred in Network	Non-Referred Out of Network
Deductible (Individual)	None	\$100 Individual \$200 Family
Deductible per dependent	None	None
Coinsurance	None	70%/30% coinsurance
Out of Pocket Maximum per calendar year	Co-pays not counted towards an out of pocket maximum	\$2,000 Individual \$4,000 Family
Maximum Lifetime Benefit Per Member	Unlimited	
Preventative Care	Routine Physicals-100% after \$5 copay Routine Mammography \$5 (1 per yr.) Routine GYN Exam-100% after \$5 copay Well Child Care/Child Immunizations-100% after \$5 copay	No Benefit
Office Visit/specialist	\$5 co-payments applies per visit then 100% coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
After Hours	\$10 co-payments applies per visit then 100% coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
Hospital Inpatient (semi private rooms)	100% Coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
Hospital Outpatient	100% Coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
Chiropractic Services	\$5 copay - 60 visit maximum	Deductibles Apply 70% Coverage; 30% Coinsurance
Home Health Care	100% covered	Deductibles Apply 70% Coverage; 30% Coinsurance
Durable Medical Equipment-prior authorization required, Must be medically necessary	100% covered	Deductibles Apply 70% Coverage; 30% Coinsurance
Therapies (Speech, Physical, Occupational)	100% after \$5 copay	Deductibles Apply 70% Coverage; 30% Coinsurance
Skilled Nursing & Rehabilitation facility	100% covered no day limits apply	Deductibles Apply 70% Coverage; 30% Coinsurance up to 240 days
Inertility	100% after \$5 copay	NO BENEFIT
Hospice	100% Coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
X-Ray & Labs (outpatient)	100% Coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
Emergency Room-with Admission (sudden & serious Medical Condition-Life/limb Threatening)	\$25 co-payment applies in ER then 100% coverage if Utilization management Services is notified within 48 hours.	\$25 co-payment applies to ER then Deductibles apply, then 70%/30% coverage if Utilization management Services is notified within 48 hours.
Ambulance(ground transport only)	100% coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
Orthotics (one per limb) & Prosthetic Appliances (all must be medically necessary and have prior authorization)	100% coverage	Deductibles Apply 70% Coverage; 30% Coinsurance
Inpatient Substance Abuse-Alcohol	100% covered	Deductibles apply 70% coverage;30% coinsurance
Outpatient Substance Abuse-Alcohol	\$5 copay per visit	Deductibles apply 70% coverage;30% coinsurance
Inpatient Mental Health	100% coverage up to 26 days	Deductibles Apply 70% Coverage; 30% Coinsurance up to 60 days
Outpatient Mental Health	100% after \$5 copay, 60 visits/year	Deductibles Apply 70% Coverage; 30% Coinsurance, 60 visits/year
Inpatient Substance Abuse-Drug Related	100% up to 30 days	Deductibles Apply 70% Coverage; 30% Coinsurance up to 30 days
Outpatient Substance Abuse-Drug Related	100% after \$5 copay, 60 visits/year	Deductibles Apply 70% Coverage; 30% Coinsurance, 60 visits/year
Prescription Drugs	90% No deductible applied	
Allergy Testing/Transtent	\$5 copay applies for testing by specialist;\$4 PCP copay applies for allergy injections with or without physician encounter	Deductibles apply 70% coverage;30% coinsurance
Vision Care	Routine Eye Exams 100% after \$5 copay - 1 visit every 24 months Prescription Lens Reimbursement- \$70 every 24 months	NO BENEFIT
PreCertification	In Network Participating providers are responsible for pre-certification	Pre-certification is required. Non-Coverable Facility: In or Out of network, Inpatient or Emergency Admissions, Surgical Procedures and other services (see plan Document) will be payable at 70%; the remaining 30% co-payment will not be applied to the calendar year out of pocket Max; the payment period will be limited to the max of \$10,000 per covered person per calendar year, not including the applicable deductible.

*Pipes Program - possible to give on health club memberships, exercise equipment, and more
*Alternative Health Care Program - possible to give on acupuncture, massage therapist and nutritional counseling, over the counter vitamins and natural supplements.

Township of Fairfield
North Jersey Municipal Employee Benefits Fund
12/2/2003

WWW.AETNA.COM
WWW.NJMBEP.COM

DESIGN	Proposed NJ 18 Aetna Choice POS Open Access (OA)	
	No Referrals Required	
	In Network	Out of Network
Deductible Individual/Family	None	\$150 Individual/\$300 Family
Coinsurance	N/A	Deductibles apply, 80%/20% coinsurance
Out of Pocket Maximum per calendar year	N/A	\$400 Individual/\$1200 Family
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Preventive Care	Routine Physicals-\$150copy(1 per yr.) Routine GYN Exam-\$150copy Routine Mammography \$18(1 per yr.) Well Child Care- \$150copy Child Immunizations- \$150copy	Preventive Care- Subject to deductible and co-insurance Routine physicals-covered up to \$150 preventative care allowance Routine GYN Exam-covered up to \$150 preventative care allowance 1 visit per yr. Well Child Care to age 12 - covered up to \$150 preventative care allowance Child Immunizations to age 12 - covered up to \$150 preventative care allowance Routine Mamm. -covered up to \$150 preventative care allowance, 1 visit per yr.
Office Visit/Specialist/After Hours	\$15 co-payments applies per visit; then 100% coverage	Deductibles apply, 80%/20% coinsurance
Outpatient Surgery	100% coverage; no copy	Deductibles apply, 80%/20% coinsurance
Outpatient Hospital Services	100% coverage; no copy	Deductibles apply, 80%/20% coinsurance
Infertility (prior authorization required)	\$15 co-payments applies per visit	Deductibles apply, 80%/20% coinsurance
Hospital Stay (semi private room)	100% coverage; no copy	100% of UCR
Chiropractic Services	\$150copy per visit- 30 visit maximum per cal. year	Deductibles apply, 80% coverage,20% coinsurance, 60 visit maximum per cal. year
Orthotic Appliances & Prosthetic Appliances- Must be approved in advance by Aetna- when medically necessary & must be approved in advance by Aetna(1 per lifetime)	100% coverage	Deductible applies, 80% coverage,20% coinsurance
Home Health Care	100% coverage	Deductibles apply, 80%/20% coinsurance
Durable Medical Equipment-prior authorization required by Aetna	100% coverage; no copy	Deductibles apply, 80% coverage,20% coinsurance
Therapies (Speech, Physical, Occupational) (prior review or treatment plan required to determine medical necessity)	\$15copy per visit	Deductibles apply, 80%/20% coinsurance
Skilled Nursing & Rehabilitation facility (case management required)	100% coverage- no copy/ no day limits apply	Deductibles apply, 80%/20% coinsurance
Emergency Room- with Admission (sudden & serious Medical Condition-Life/Limb Threatening)	100% coverage, no copy	Deductibles apply, 80%/20% coinsurance
X-Ray & Labs (outpatient) including preadmission testing	\$30 copy per ER visit (waived if admitted) then 100% coverage	\$35 copy per ER visit (waived if admitted) then Deductibles apply, 80%/20% coinsurance
Vision Care	100% coverage, no copy	Deductibles apply, 80%/20% coinsurance
Ambulance (Ground Transportation only)	Routine Eye Exams 100% after \$150copy visits subject to schedule Prescription Lens Reimbursement - \$70 every 24 months	Not Covered
Inpatient Mental Health	100% coverage when medically necessary	Deductible applies, 80% coverage,20% coinsurance
Outpatient Mental Health	No copy- up to 35 days per cal year	100% for day 1 - 30 then deductibles apply 80% coverage 20% coinsurance
Inpatient Substance Abuse- Drugs	\$15copy per visit maximum of 40 visits per year.	Deductibles apply, 80% coverage,20% coinsurance
Outpatient Substance Abuse- Drugs	100% covered, up to 30 days per cal yr.	100% for day 1 - 30 then deductibles apply 80% coverage 20% coinsurance
Inpatient Substance Abuse- Alcohol	\$150copy per visit- 80 visits per calendar year	Deductibles apply 80% coverage,20% coinsurance 80 visit per cal year
Outpatient Substance Abuse- Alcohol	100% covered	100% of UCR
Prescription Drugs	\$15copy then 100% coverage	Deductibles apply, 80% coverage,20% coinsurance
Pre-Certification	Generic or Brand Name, Deductibles apply then 80% coverage,20% coinsurance	Generic or Brand Name, Deductibles apply then 80% coverage,20% coinsurance
Additional Programs offered:	In Network. Participating providers are responsible for precertification	UCR of Network We recommend that the following benefits be pre-certified the Participant should call the 800 number on the ID card to present the follow: Hospital Stay, Outpatient Surgery, Home Health Care, Durable Medical Equip., Skilled Nursing and Rehab. Facility, Outpatient/Inpatient Substance Abuse-Drug related, Inpatient Mental Health, and Debridement

* Mental Health & Substance Abuse benefits conform to Mental Health Parity Act guidelines.
Benefits listed in this chart are for illustrative purposes only. Specific benefit coverage is provided in the Plan Document.

agreed with LDP consulting this plan is now a "Comprehensive Plan design" wherein all Out Of Network covered charges will be subject to deductible and coinsurance with the exception of inpatient hospital charges which will remain at 100% of UCR