

AGREEMENT

Between

**THE BOROUGH OF FAIR LAWN
BERGEN COUNTY, NEW JERSEY**

and

FAIR LAWN PBA LOCAL NO. 67

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

TABLE OF CONTENTS

0.00	PREAMBLE	3
1.00	EXISTING LAW	4
2.00	MANAGEMENT RIGHTS MAINTAINED	5
3.00	ASSOCIATION RECOGNITION	6
4.00	ASSOCIATION REPRESENTATIVES	7
5.00	NO STRIKE PLEDGE	8
6.00	PRESERVATION OF RIGHTS	9
7.00	RIGHTS OF EMPLOYEES	10-11
8.00	DATA FOR FUTURE BARGAINING	12
9.00	SALARIES	13
10.00	WORKDAY, WORK WEEK AND OVERTIME	14-15
11.00	HOURLY RATE	16
12.00	COURT TIME	17
13.00	TRAINING DAY	18
14.00	SCHOOL SERVICE SELECTION	19
15.00	RECALL	20
16.00	PRIORITY FOR OVERTIME	21
17.00	SHIFT CHANGES	22
18.00	LONGEVITY	23
19.00	UNIFORMS	24
20.00	EDUCATION INCENTIVE	25
21.00	VACATIONS	26-27
22.00	HOLIDAYS	28
23.00	SICK LEAVE	29
24.00	WORK INCURRED INJURY	30-31
25.00	PERSONAL LEAVE	32
26.00	BEREAVEMENT LEAVE	33
27.00	LEAVE OF ABSENCE	34
28.00	HEALTH BENEFITS	35-36
29.00	INSURANCE	37
30.00	LIFE INSURANCE	38
31.00	PRESCRIPTION DRUG PLAN	39
32.00	BULLETIN BOARD	40
33.00	CEREMONIAL ACTIVITIES	41
34.00	PERSONNEL FILES	42
35.00	PENSION	43
36.00	GRIEVANCE PROCEDURE	44-46
37.00	SAVINGS CLAUSE	47
38.00	OFF DUTY POLICE ACTION	48
39.00	MILEAGE ALLOWANCE	49
40.00	MATERNITY LEAVE	50
41.00	SAFETY AND HEALTH	51
42.00	TELEPHONE/CELL PHONE	52
43.00	WORK SCHEDULE	53

44.00	LEAP YEAR	54
45.00	EASTERN STANDARD TIME / DAYLIGHT SAVINGS TIME CHANGE	55
46.00	MUNICIPAL OFFICES CLOSING / EARLY CLOSING AND DELAYED OPENINGS	56
47.00	FACILITIES	57
48.00	TERMINAL LEAVE	58
49.00	AGENCY SHOP AND DUES DEDUCTION	59
50.00	PBA BUSINESS	60
51.00	TERM OF CONTRACT	61
52.00	FULLY BARGAINED CLAUSE	62
53.00	NO WAIVER	63
54.00	CHANGES AND MODIFICATIONS	64
	SIGNATURE PAGE	65
	APPENDIX "A-1" – SALARIES	66-67
	APPENDIX "A-2" – SALARIES	68-69
	APPENDIX "A-3" – SALARIES	70-71
	APPENDIX "B" – LONGEVITY	72
	APPENDIX "C" – EDUCATION INCENTIVE	73
	APPENDIX "D" – VACATIONS	74
	APPENDIX "E" – TERMINAL LEAVE	75

0.00 - PREAMBLE

0.01 THIS AGREEMENT, made this 1st day of January, **2023** by and between the **BOROUGH OF FAIR LAWN**, a Municipal Corporation of the State of New Jersey having its principal office at 8-01 Fair Lawn Avenue, Fair Lawn, County of Bergen and State of New Jersey, hereinafter referred to as "The Employer" and the **FAIR LAWN POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 67**, hereinafter referred to as the "PBA".

0.02 WHEREAS, the Employer and the PBA 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, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

1.00 - EXISTING LAW

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

2.00 - MANAGEMENT RIGHTS MAINTAINED

2.01 The Borough of Fair Lawn hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignments, to promote or transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To establish a code or rules and regulations of the Department for the operation of the Department;
5. Also included in this section are all other management rights as stated in the balance of this Agreement.

2.02 Nothing contained herein shall be construed to deny or restrict the Borough of its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A. 40A, or any other national, state or local laws or ordinances.

2.03 All references to the Chief of Police shall be deemed to refer to the Police Director if the position of Chief of Police is not filled by permanent appointment.

3.00 - ASSOCIATION RECOGNITION

3.01 The Employer recognizes PBA Local 67 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees by the Employer's Police Department in the rank of Police Officer.

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

3.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular.

4.00 - ASSOCIATION REPRESENTATIVES

4.01 The Employer recognizes the right of the Association to designate two (2) representatives and two (2) alternates for the enforcement of this Agreement.

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

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

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

4.04 The above designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

4.05 Space shall be provided by the Borough to the PBA for use as a Union Office. The PBA shall be responsible for furnishing and maintaining the space. The Borough may recapture the space if vital Borough services require the use of the space for other purposes.



5.00 - NO STRIKE PLEDGE

5.01 It is recognized that the need for continued and uninterrupted operation of the Borough's department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

5.02 The Association covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, i.e., the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part from the full and proper performance of the Employee's duties of employment, work stoppage, slowdown or walkout against the Borough.

5.03 The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

5.04 In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

5.05 Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

6.00 - PRESERVATION OF RIGHTS

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

7.00 - RIGHTS OF EMPLOYEES

7.01 Members of the force hold a unique status as public Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality. The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by Superior Officers designated by the Chief of Police and the Governing Body.

7.02 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:

1. The interrogation of a member of the force under investigation shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force under investigation shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant in a case of a serious breach or where charges may be brought. Sufficient information to reasonably apprise the member of the allegations should be provided.
4. 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.
5. The member of the force shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment except to advise the officer of the potential penalties involved. No promise of reward shall be made as an inducement to answering questions.

6. The refusal to answer questions concerning non-criminal matters, or in any way cause a delay or interference with such non-criminal investigations may result in disciplinary action.
7. If a member of the force is under arrest or is likely to be, that is, if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court.
8. In all cases, and at every step 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 under investigation, if they so request, to consult with their Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force. However, the proceeding shall not be delayed more than one hour to consult with their PBA representative or two (2) hours to consult with their lawyer.
9. The final results of such investigation shall be made available to the Employee investigated. This clause shall not be used to break the chain of evidence nor shall it be used to avoid normal routine reporting procedures.
10. Nothing in Section 7.06 shall permit any Employee to fail or refuse to immediately submit an accurate and detailed written report concerning their official action while on duty.

7.03 The Police Officers Bill of Rights, known as the Law Enforcement Officers Protection Act, P.L. I 996, Chapter 115, is incorporated herein as if recited verbatim and at length.

8.00 - DATA FOR FUTURE BARGAINING

8.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.

8.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature. However, the Employer shall incur no additional expense by virtue of this clause.

9.00 - SALARIES

9.01 The annual salary of all Employees covered by this Agreement shall be set forth in **Appendix "A-1", Appendix "A-2" and Appendix "A-3"**.

9.02 The base annual salaries for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to **January 1, 2023**, unless otherwise specified, and any monies due Employees by value of this clause shall be paid as soon after the execution of this Agreement as practicable, after passage of salary ordinances.

9.03 Salaries shall be paid semi-monthly and each pay check shall provide a breakdown and explanation with overtime check to specify date and time of accumulation.

9.04 Nothing contained herein shall prevent the Employer from withholding salary or step increases except for valid reasons as provided by law.

10.00 - WORKDAY, WORK WEEK AND OVERTIME

10.01 The parties have agreed to recognize the 12-hour tour of duty as the patrol shift within the Police Department. The 12-hour shift applies only to the Patrol Division and does not include the Detective Bureau, Community Policing, Traffic Division and Administrative Division. The present practice as it relates to the appropriate meal and rest periods as authorized by the Chief of Police shall continue.

Officers who are assigned to the 12-hour tour of duty shift shall be subject to the following guidelines:

- Work schedule shall be (4) four days on and (4) four days off; and
- 12-hour tour of duty shifts shall be 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.; and
- (1) one early car for each 12-hour tour of duty shift shall be from 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m.; and
- Officers working a twelve 12-hour tour of duty shift will receive (1) one hour for their daily meal break; and
- Officers cannot work overtime either immediately before or after a 12-hour consecutive shift within a (24) twenty-four hour period except in cases to meet a bona fide emergency or public safety need; and
- Overtime Box will continue to be used and overtime will be offered to Officers on their days off in (6) six hour blocks; and
- All time off will be based on hour for hour; and
- Officers will be allotted 108 hours of Schedule Adjustment Time (SAT). Schedule Adjustment Time hours shall be utilized within the calendar year when it is earned. . The balance of unused Schedule Adjustment Time (SAT) as of December 31 shall not be paid out and will be forfeited.

10.02 Work in excess of the Employee's basic work week or tour for a day is overtime.

10.03 Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation [time and one-half (1 ½)] or compensatory time.

10.04 Compensatory time shall be computed at the rate of time and one-half (1 ½)

10.05 Compensatory time shall be utilized only upon prior request and prior approval of the Chief of Police or designee. Each officer shall be entitled to accumulate compensatory time, not to exceed the maximum set forth in the Fair Labor Standards Act. Compensatory time shall not be carried over into the succeeding year. Approval of requests for use of such time shall not be unreasonably denied and shall be subject to the needs of the department.

10.06 If the Employee chooses paid overtime compensation, they shall be paid for the overtime not later than the second pay period following the overtime worked.

10.07 Any compensatory time not utilized by the Employee as of November fifteenth (15th) of each year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

10.08 The allowance time for being late for work shall be based on a six (6) month period.

10.09 Officers shall notify the Chief of Police on a form to be established by the Department of all outside employment including duties, job location and hours thereof.

11.00 - HOURLY RATE

11.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary and their annual longevity payment benefits shall be added together and then divided by two thousand eighty (2,080) hours.

12.00 - COURT TIME

12.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other Court or Administrative Bodies as a result of their duty as a Police Officer. Civil Court time shall be included in the coverage of this clause.

12.02 All such required court time in off duty hours shall be considered as overtime and Employees shall be compensated at time and one-half (1 ½), provided that any and all subpoena fees received by the Employee for their appearance or testimony, whether on or off duty, shall be turned over to the Borough immediately. As provided by law, no other witness fees may be charged or accepted.

12.03 The maximum time to which an Employee may be entitled under this Article shall be the actual time required in Court each day in which the Employee is required to be in attendance, but in any event, not to exceed the hours from when the Employee is subpoenaed to appear and the hour on which they are excused or Court recessed for the day, whichever is the lesser time, plus one (1) hour for travel to and from any Court or Administrative Body other than one held within the Borough of Fair Lawn, for which no travel time shall be allowed, but in no event, shall an Employee be paid in excess of their daily rate of pay for any single appearance. In all circumstances, the minimum compensation for Court time shall be two (2) hours at the overtime rate, if off duty.

12.04 In the event that the Employee's court appearance is a non-work day, they shall receive no more than eight (8) hours of overtime pay.

12.05 No Employee covered by this Agreement shall issue a summons or sign a complaint setting the Municipal Court appearance for a date other than when they are scheduled for duty. If any such case is to be postponed, the Department reserves the right to request the Municipal Judge to reschedule such Court appearance on a date **and** time when the Officer is scheduled for duty.

13.00 - TRAINING DAY

13.01 All Employees covered by this Agreement who are ordered to attend any course in training shall be considered on duty and shall be compensated at straight time in addition to such out-of-pocket expenses as authorized by the Chief of Police and approved by the Borough Manager, provided, however, that no compensatory overtime shall accrue or be credited to the Employee when any such training program extends beyond the normal work day or work week.

13.02 If the Employee fails to successfully complete a course and is required by the Department to retake the course then the Employee shall not receive additional compensation for retaking the course.

13.03 All training pay shall be paid at the overtime rate [time and one-half (1½)] when the training is on the Employee's regular scheduled time off.

14.00 - SERVICE SCHOOL SELECTION

14.01 The Chief of Police will attempt to equalize the in-service school training opportunities afforded to all members in accordance with division assignments and on a "need to know" basis.



15.00 - RECALL

15.01 The Chief of Police or other person in responsible charge of the Police Department shall have the opportunity, in the event of work stoppage, slowdowns or other exigencies creating a shortage of personnel, to invoke emergency procedures; to cancel leaves; establish twelve (12) hour shifts or take such other action deemed necessary to meet the emergency as shall be determined within the sole discretion of such Officer in accordance with N.J.S.A. 40A: 14-134.

15.02 Whenever a recalled Employee shall be required to work more than eight (8) hours per day or forty (40) hours in a week, such Employee shall be compensated for such overtime in accordance with the Work Day, Work Week and Overtime Article of this Agreement. In that event all recalled Employees shall receive a minimum of two (2) hour's pay at the overtime rate.

16.00 - PRIORITY FOR OVERTIME

16.01 Under normal circumstances, the Employer agrees to utilize a rotating seniority roster of off duty Employees to cover necessary overtime when on duty personnel do not desire to hold over, provided, however, that the Association representatives shall furnish such a priority list to the Operation Officer not less than twenty-four (24) hours before the beginning of each twenty-eight (28) day working schedule, but upon his neglect or failure to do so, the Department will cover the shortage by the most expeditious means available and without regard to seniority.

16.02 A rotating seniority list shall also be used for on duty personnel who may be required to hold over.

17.00 - SHIFT CHANGES

17.01 The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime with the exception of widespread disorder or other incidents requiring, or reasonably expected to require, unusual Police activities over an extended period in order to meet the Borough's obligation to restore domestic tranquility or to bring such situation under acceptable control.

18.00 - LONGEVITY

18.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in **Appendix "B"**.

18.02 The said payments for longevity shall be paid on a semi-monthly basis to the Employees entitled to same.



19.00- UNIFORMS

19.01 The Employer shall provide to new Employees, free of charge and in lieu of any additional allowance therefore, all items of Police uniform and equipment it requires the Employees to wear or utilize in the course of their duty assignments. This shall not apply to civilian clothing required for basic or advanced training or to such civilian clothing permitted to be worn.

19.02 Thereafter, the Employer will provide, during the term of this Agreement, an allowance which shall be for the purpose of replacing any and all items as they become damaged, worn out or otherwise unserviceable, and it shall be the responsibility of each Employee to have at all times a complete and minimum inventory of such equipment and clothing as required by uniform regulations. The annual uniform allowance shall be the following:

2023	Two-Thousand Dollars (\$2,000.00)
2024	Two-Thousand Dollars (\$2,000.00)
2025	Two-Thousand Dollars (\$2,000.00)
2026	Two-Thousand Dollars (\$2,000.00)

The Employer shall issue a check to each Employee no later than April 15th each year.

19.03 This payment shall be made to plain-clothed as well as uniformed Employees. An assignment to plain-clothed duty shall not relieve any Employee from their duty to have all required uniforms and equipment as required in said regulations.

19.04 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.

20.00- EDUCATION INCENTIVE

20.01 In addition to all other wages and benefits provided in this Agreement each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as presently established. Refer to **Appendix "C"**.

21.00 – VACATIONS

21.01 The vacation allowance shall be pursuant to existing practice. See **Appendix “D”**.

21.02 When in any calendar year, the vacation or any part thereof is not granted by reasons of pressure of Police activity; such vacation periods not granted shall accumulate and shall be granted the next succeeding year. The balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

21.03 If an Employee is on vacation and becomes sufficiently ill as to require hospitalization, they may have such period of illness and post hospital recuperation period charged against their sick leave at their option and upon proof of hospitalization and a physician's certificate.

21.04 No Employee who is on vacation shall be recalled except during periods of critical shortage of personnel.

21.05 Vacations may be taken in segments at the Employee's discretion pursuant to present practices.

21.06 Vacations shall be selected on a seniority basis which shall be established by the Department. Once an Employee selects two (2) consecutive working days of vacation under this clause, the next senior person shall make their selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.

21.07 Vacation leaves for the platoons of the Patrol Division must be arranged so that at least one (1) Superior Officer is available for supervision on each shift, and the minimum number of outside men available in accordance with the priority coverage schedule for each tour as the same may be amended from time to time, provided, however, that not more than twenty (20%) percent of the complement of any platoon shall be on vacation leave at the same time.

21.08 Any Employee who fails to indicate their first choice of available vacation periods prior to April 1st, when they are in a priority position to do so, the next senior person shall make their selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.

22.00 – HOLIDAYS

22.01 Employees who work Thanksgiving, Christmas, New Year's, Easter and/or Chanukah shall be granted a (1) one-hour meal period where the needs of the Department permit. The celebration of Chanukah shall commence from sundown of its first night to sundown of its second night.

22.02 Employees covered under this agreement shall be entitled to receive additional holidays only if such additional holidays are declared by federal, state, or local government and result in an increase in the total number of Holidays provided to other Borough employees, thereby exceeding a total of (15) fifteen in any calendar year.



23.00 - SICK LEAVE

23.01 All Employees covered by this Agreement shall be entitled annually to 120 hours of sick time pursuant to existing practices. Unused sick days shall accumulate from year to year.

23.02 Sick leave with pay is hereby defined as absence from post of duty of an Employee because of illness, injury or exposure to contagious disease, attendance upon a member of the Employee's immediate family seriously ill, requiring temporary care or attendance of such Employee. Sick leave to attend a member of the Employee's immediate family shall not exceed five (5) working days, and a certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence. Whenever the Employer requires a certification from an Employee under this Article, then the cost and expense of obtaining said certification shall be paid by the Borough.



24.00 - WORK INCURRED INJURY

24.01 When an Employee covered under this Agreement shall become injured, ill or disabled from any cause so as to be physically unfit for duty, where such injury, illness or disability shall be evidenced by the certificate of a physician designated by the Employer to examine the Employee, such Employee may be granted a leave of absence with full pay not to exceed one (1) year commencing from date of injury, illness or disability.

24.02 The Chief of Police, if the position is permanently filled, or the Borough Manager or their designee, may require an Employee who has been absent because of work incurred disability as a condition of their return to duty to be examined at the expense of the Borough by a physician designated by the Employer. Such examination shall establish whether the Employee is capable of performing their normal duties and that their return will not jeopardize their health, the health of other Employees or the safety of the public. In the event that an employee has been absent because of a non-work incurred disability or injury, the Borough may require a return-to-work physical or a doctor's authorization if the officer has been absent for more than three consecutive days. If the employer designates the doctor who shall perform the physical or provide the authorization, the employer shall pay the doctor's fees with respect to same. If the officer selects the doctor, the officer shall pay the doctor's fees. Nothing in the foregoing shall prevent the employer from requiring the officer to go to an employer selected doctor in the event that the employer is dissatisfied with the scope or substance of the employee-selected doctor's physical or authorization.

24.03 In the event an Employee contends that they are 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 or if there is an issue as to the causal connection of the claimed disability with the work effort, then and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or the final decision of the last reviewing Court shall be binding upon the parties.

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

24.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as 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 there from, the final decision of the last reviewing Court.

25.00 - PERSONAL LEAVE

25.01 Each Employee shall have (92) ninety-two personal leave hours per year. (80) Eighty personal leave hours will be charged to accumulated sick leave. Each employee shall be entitled to use (64) sixty-four hours of the (80) eighty personal leave hours as emergency leave in the same manner as sick leave. (12) twelve hours of the (92) ninety-two personal leave hours will not be charged to accumulated sick leave and will be designated as "leave with pay". For the purpose of this clause, an Employee shall be required to advise their Superior of the reason for the personal leave hours, and obtain approval of the Chief of Police or designee.

25.02 Employees covered by this agreement shall also be granted (80) eighty hours of Personal Time (PT) to be used and approved in the same manner as vacations. Each year the balance of unused Personal Time (PT) as of December 31 shall not be paid and be forfeited unless the Employee receives written approval by the Borough Manager to carry forward into the succeeding year a maximum of (80) eighty hours of Personal Time. The balance of unused time Personal Time (PT) beyond the approved carryover period set forth above shall not be paid out and will be forfeited concurrent with the carryover date.

25.03 Employees must give the Chief of Police (16) sixteen hours' notice of their intention to take personal leave hours and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

25.04 A denial of the application for personal time under this Article by the Chief of Police shall only be made due to departmental needs.

25.05 Personal leave time under this Article shall be granted in units of not less than (4) four hours for each occasion.

26.00 - BEREAVEMENT LEAVE

26.01 All permanent full time Employees covered by this Agreement shall be entitled to (3) three working days leave upon the death of a member of their immediate family. The officer shall notify the Chief of Police, within seven working days after the date of death and before leave is taken, when the officer intends to take bereavement leave pursuant to this section. The parties agree that bereavement leave shall be taken only for the funeral, memorial service, unveiling of the gravestone or similar events.

26.02 Immediate family is defined as father, mother, spouse, child, foster child, sister, brother, domestic partner, step-children, step-parents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law of the Employee or the Employee's spouse and shall also include relatives of the Employee residing in the Employee's household.

26.03 All permanent full time Employees covered by this Agreement shall also be entitled to one (1) day with pay upon the death of all other family members.

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

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

26.06 In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police or designee.

27.00 - LEAVE OF ABSENCE

27.01 All permanent full time Employee covered by this Agreement may be granted a leave of absence without pay for a period not to exceed (90) ninety working days.

27.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or their designated representative who shall append their recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent.

27.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer.

27.04 At the expiration of such leave, the Employee shall be returned to the position from which they are on leave from and will receive such benefits as Civil Service may prescribe.

27.05 The parties agree that the provisions of the federal Family and Medical Leave Act shall be followed with the understanding that in the event any contractual provision herein provides a greater benefit to the employee, then and in that event, the contractual provision shall prevail. Reference to the federal Family and Medical Leave Act relates solely to the mandatory provisions stated therein.

28.00 - HEALTH BENEFITS

28.01 The Employer shall provide all full-time permanent Employees, their spouses and eligible dependents covered by this agreement with Health Benefits coverage through the New Jersey State Health Benefit Plan (NJSHBP), as it exists or as modified by the New Jersey State Health Benefit Program, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program. The Employer agrees to pay the cost of the NJSHBP Plan selected by the Employee, subject to the Employee cost contributions as set forth in Sections **28.03**, hereunder.

28.02 The Employer retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the Employees and their eligible dependents is reasonably equivalent to the current coverage at the time this Agreement is executed. The Employer further reserves the right, at its option, to self-insure any of said plans and coverage so long as the level of benefits provided to the Employees and their eligible dependents is reasonably equivalent to the current coverage at the time this Agreement is executed.

28.03 The Employee covered by this agreement shall contribute annually **18%** of the premium of the NJSHBP plan selected by the Employee for healthcare and prescription coverage.

28.04 For Employees hired prior to July 26, 1988, continuation of these benefits after retirement shall be set forth under the Terminal Leave Plan (Ordinance No. 1696-97) attached as **Appendix "E"**, except that no Employee hired after July 26, 1988 shall be entitled to continuation of these benefits after retirement.

28.05 Effective January 1, 1989, the Employer will provide and pay for a family Dental Plan equivalent to the "Delta Dental Plan", with a One Thousand (**\$1,000.00**) Dollars annual benefit limitation per person. The Borough shall offer increased coverage to active, current Employees only covered under this Agreement through an optional dental plan at the Employee's expense.

28.06 An Employee retiring between July 26, 1988 and December 31, 1988 shall receive the dental package as part of the Terminal Leave Plan (**Appendix "E"**).

28.07 The Borough shall provide a plan of disability insurance to active, current Employees only covered under this Agreement. The cost of this insurance shall be shared equally by the Borough and the employee. The level of benefits under the disability plan shall be equivalent to the State plan currently in effect.

28.08 During each year of this Agreement, employees covered under this Agreement shall receive an annual eyeglass allowance of Two Hundred Fifty (**\$250.00**) Dollars. This is an “**EMPLOYEE ONLY**” benefit. The Borough shall issue a check to each employee covered under this section no later than April 15th each year. The Borough shall issue a pro-rated eyeglass allowance to new employees upon successful completion of their probationary period, and based on the number of full months of employment in the calendar year.

29.00 - INSURANCE

29.01 The present insurance coverage or its equivalent will be continued, and a copy of such policy shall be furnished to the employee organization.

A handwritten signature in blue ink, appearing to be the initials 'SC' or similar, located at the bottom right of the page.

30.00 - LIFE INSURANCE

30.01 The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Ten Thousand (**\$10,000.00**) Dollars per Employee.

31.00 - PRESCRIPTION DRUG PLAN

31.01 The Employer agrees to provide a prescription plan for all full-time Employees, their spouses, and eligible dependents through the New Jersey State Health Benefit Plan (NJSHBP) as selected by the Employee and is subject to the current and all future additional changes to reflect the applicable New Jersey State Health Benefit Plan Prescription co-pays.

31.02 The Employer retains the right, at its option, to change any of the existing prescription plans or carriers providing such benefits, so long as the level of benefits provided to the full-time Employees and their eligible dependents is reasonably equivalent to the current prescription plan at the time this Agreement is executed. The Employer further reserves the right, at its option, to self-insure any of said plans and coverage so long as the level of benefits provided to the full-time Employees and their eligible dependents is reasonably equivalent to the current plans at the time this Agreement is executed.

32.00 - BULLETIN BOARD

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

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

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

32.04 Any bulletins deemed detrimental to the operation of the Department of the Borough of Fair Lawn may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

33.00 - CEREMONIAL ACTIVITIES

33.01 In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least (2) two off-duty uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer without compensation.

33.02 Subject to the availability of same, the Police Chief may permit a Department Police vehicle to be utilized by the members in the funeral service.

33.03 The Employer shall permit two (2) two PBA representatives to attend Police Memorial Week in Washington, D.C. each year. The representatives who plan to attend shall provide at least (60) sixty days' notice.

34.00 - PERSONNEL FILES

34.01 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.

34.02 Any member of the Police Department may by appointment review their personnel file, but the appointment for review must be made through the Chief of Police or designated representative. In addition, the personnel file may be reviewed once a year by the Employee with their Commanding Officer at the request of the Employee.

34.03 Whenever a written complaint concerning an Officer or their actions is to be placed in their personnel file a copy shall be made available to them, and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file.

35.00 - PENSION

35.01 The Employer shall provide a pension and retirement benefits to Employees covered by this Agreement pursuant to provision of the statutes and law of the State of New Jersey.

35.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

36.00 - GRIEVANCE PROCEDURE

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

36.02 Definition

This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them including safety related issues. A grievance may be raised by an individual Employee, group of Employees, or the PBA.

Minor discipline shall be included in the scope of the grievance procedure. Minor discipline shall be defined as those actions in which the penalty is five (5) days suspension, or equivalent suspension, or any lesser penalty.

36.03 The procedure for settlement of grievances shall be as follows:

(A) STEP ONE

In the event that any Employee or the Association on behalf of any group of Employees covered by this Agreement has a grievance within six (6) calendar days the grievance will be presented in writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him. In the absence of the Chief of Police the grievance shall be presented to the Acting Chief of Police in charge of the Department for determination.

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at **STEP ONE**, then within four (4) calendar days the grievance shall be presented in writing to the Appointing Authority (Borough Manager). The Borough Manager may convene an informal

conference involving the affected parties within seven days after the grievance is submitted to Step 2. The Borough Manager shall render a decision within seven calendar days after the grievance is submitted to Step 2 or after the informal conference, whichever occurs later.

(C) STEP THREE

If no satisfactory resolution of the grievance is reached at **STEP TWO**, then within ten (10) calendar days the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fourteen (14) calendar days.

(D) STEP FOUR-ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at **STEP THREE**, then within ten (10) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. Only the PBA or the Borough has the right to request arbitration. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement. The Arbitrator shall have thirty (30) days within which to render their award, which must be in writing, which must set forth the reasons for making the award, the conclusions reached, and any statute or specific contract clause relied upon.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the

decision rendered by the Employer's Governing Body or his representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the New Jersey Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(4) No Employee covered by this Agreement may have the right to process their own grievance without their representative.

(5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

(E) The cost of the Arbitrator shall be shared by the parties.

(F) Legal fees and other costs are borne by each party who incurs said legal fees and other costs.

37.00 - SAVINGS CLAUSE

37.01 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 invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

37.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

38.00 - OFF DUTY POLICE ACTION

38.01 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

1. Any lawful action taken by a member of the force within the Borough of Fair Lawn on their time off, which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all the rights, benefits, and obligations concerning such action as if they were then on active duty.
2. The service hand gun furnished by the Department may be used while off duty but the Officer is wholly responsible for its proper and lawful use. Other personally owned off duty weapons must conform to such rules and regulations or general orders as are then in effect and the Employee shall be subject to such departmental, civil or criminal sanctions as permitted by law.

39.00 - MILEAGE ALLOWANCE

39.01 Whenever a sufficient number of Borough owned vehicles are not available for assigned duties and members or a member of the Department agrees to use their privately owned vehicle for patrol, surveillance purposes, or other assigned departmental duties, they shall be entitled to the accepted Borough allowance per mile for said use.

40.00 - MATERNITY LEAVE

40.01 Maternity leaves not to exceed (6) six months may be granted at the request of a female Employee. Employees may be granted up to (2) two working days' leave to attend to their spouse at the time of childbirth.

40.02 Such leaves shall be without pay or may be charged to accumulated sick leave or other leaves of absence.

41.00 - SAFETY AND HEALTH

41.01 The Employer shall at all times maintain working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end. It shall be the Employee's responsibility for the care and use of such equipment as required by departmental orders or regulation.

42.00 - TELEPHONE/CELL PHONE

42.01 Each Employee is required by regulations to obtain a telephone/cell phone and to keep the Department informed of the number pursuant to existing practice. They shall also inform the Department of any change in address, residence or telephone/cell phone number within (24) twenty-four hours of such change.

43.00 - WORK SCHEDULE

43.01 The schedule showing the tour assignments shall have the full force and effect of departmental regulations and shall be posted at a conspicuous location and available for review by Employees no later than (45) forty-five days in advance of the beginning of each (28) twenty-eight day work period and the schedule shall remain posted throughout the shift. Changes in days off shall be permitted to individuals requesting same throughout the work period providing ample manpower is available. The present practice of switching by the Police Officers within a week shall be continued with the approval of the Chief or designee.

43.02 The work schedule shall be posted not less than (45) forty-five days prior to the scheduled shift and shall remain posted through the shift.

44.00 – LEAP YEAR

44.01 Beginning with calendar year 2016 and for all subsequent leap years, Officers who work the actual leap year day (February 29) shall receive an additional (8) eight hours of straight compensatory time as compensation for the extra day in their leap year work schedule. This straight compensatory time must be taken prior to November 15 of the leap year or said time shall be forfeited.

45.00 – EASTERN STANDARD TIME / DAYLIGHT SAVINGS TIME

45.01 During the change in time standards, no Officer shall suffer loss of pay when time changes from Daylight Savings Time to Eastern Standard Time. Conversely, no Officer shall receive any additional compensation when changing from Eastern Standard Time to Daylight Savings Time.

**46.00 – MUNICIPAL OFFICES CLOSING / EARLY CLOSING OR DELAYED
OPENING DAYS**

46.01 Any time the Municipal Offices have a delayed opening or unscheduled closing due to snow, a natural disaster or emergency circumstance, Officers actually working on that day shall be given compensatory time at their straight time rate equivalent to the time the Municipal Offices had a delayed opening or unscheduled closing. If an Officer is off or is not scheduled to work because of vacation, personal, sick, compensatory or bereavement time, the Officer shall not receive compensation for any time Municipal Offices had a delayed opening or unscheduled closing.

47.00 - FACILITIES

47.01 All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms and adequate facilities for eating. Present facilities are deemed adequate.

48.00 - TERMINAL LEAVE

48.01 Shall be set forth in Ordinance No. 1696-97 as annexed in "**Appendix E**".

49.00 - AGENCY SHOP AND DUES DEDUCTION

49.01 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within (30) thirty days thereafter, any new permanent Employee who does not join within (30) thirty days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within (10) ten 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. This 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.

49.02 The Employer agrees to deduct PBA dues for all members and to pay said dues over to the PBA on a monthly basis.

49.03 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.

50.00 - PBA BUSINESS

50.01 The Employer agrees to grant the necessary time off without loss of pay to (3) three PBA representatives (President, Vice President, Delegate or their Designee) to attend any State Conventions of the New Jersey Policemen's Benevolent Association. The Chief of Police shall approve the Designee, other than the President, Vice-President, or Delegate. One representative shall be entitled to time off without loss of pay to attend the annual Bergen County Conference Convention.

50.02 The elected PBA Delegate and Alternate PBA Delegate shall be permitted up to (120) one-hundred twenty hours annually of time off to attend State and County conference PBA meetings.

51.00- TERM OF CONTRACT

51.01 This Agreement shall be effective **January 1, 2023** and shall have a term through **December 31, 2026**. The parties shall meet to negotiate a successor agreement pursuant to the rules of Public Employment Relations Commission.

51.02 If a successor agreement is not executed by **December 31, 2026**, then this Agreement shall continue in full force and effect until a successor agreement is executed.

52.00 - FULLY BARGAINED CLAUSE

52.01 This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter which was or could have been the subject of negotiations. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

53.00 - NO WAIVER

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

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



54.00 - CHANGES AND MODIFICATIONS

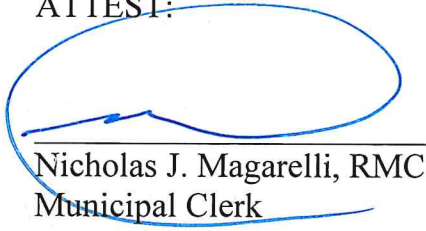
54.01 Any changes or modifications in terms and conditions of employment as set forth in this Agreement shall be made only through negotiations with the Association.

54.02 This Article shall in no way be intended to change, modify or restrict the exclusive rights of the Employer as provided in Article 2.00 hereof.

[Signature page follows]


IN WITNESS WHEREOF, the **BOROUGH** has caused this instrument to be signed by its presiding officers, attested to by the Clerk and its corporate seal to be hereunto affixed pursuant to a resolution of the **BOROUGH** passed for that purpose, and the said Union President has duly signed the within Agreement on this 14 day of April 2023.

ATTEST:



Nicholas J. Magarelli, RMC
Municipal Clerk

BOROUGH OF FAIR LAWN

By: 

Kurt Peluso, Mayor

WITNESS:



**FAIR LAWN POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL N0.67**



Stephen Cannici, President

APPENDIX A-1

Effective January 1, 2023, there shall be a salary increase of 2.4% to be computed upon the base salary of December, 2022. Effective January 1, 2024, there shall be an additional salary increase of 2.4% to be computed upon the base salary of December, 2023. Effective January 1, 2025, there shall be an additional increase of 2.4% to be computed upon the base salary of December, 2024. Effective January 1, 2026, there shall be an additional increase of 2.4% to be computed upon the base salary of December, 2025. All increases shall be compounded. In order to be eligible for retroactive payment, an employee must have been employed by the Borough of Fair Lawn on the signing date of the new contract. **All Employees hired prior to February 3, 2015 shall be subject to the following salary schedule:**

	2023	2024	2025	2026
Academy Step	47,352	48,488	49,652	50,844
Field Training	51,469	52,704	53,969	55,264
Step 1	61,726	63,207	64,724	66,277
Step 2	71,746	73,468	75,231	77,037
Step 3	89,288	91,431	93,625	95,872
Step 4	98,793	101,164	103,592	106,078
Step 5	108,296	110,895	113,556	116,281
Step 6	117,802	120,629	123,524	126,489
Step 7	127,304	130,359	133,488	136,692
Step 8	136,813	140,097	143,459	146,902

With the exception of Steps (1) and (2), new Police Officers hired on or before July 1st shall receive their annual step increment on the following January 1st. New Police Officers hired after July 1st shall wait until the next succeeding January 1st for their initial increment. All subsequent increments for Police Officers shall be effective January 1st of the succeeding year. In no event shall a Police Officers wait more than nine and one-half (9 ½) years before reaching top pay. It is the intent of the parties that only a Police Officer who is hired after July 1st of each year may take up to nine and a half years (9 ½) before reaching top pay. Police Officers hired prior to July 1st of

each year will not take more than nine (9) years to reach top pay. The "annual step increments" mentioned above for Police Officers shall follow the base pay upon appointment.

APPENDIX A-2

Effective January 1, 2023, there shall be a salary increase of 2.4% to be computed upon the base salary of December, 2022. Effective January 1, 2024, there shall be an additional salary increase of 2.4% to be computed upon the base salary of December, 2023. Effective January 1, 2025, there shall be an additional increase of 2.4% to be computed upon the base salary of December, 2024. Effective January 1, 2026, there shall be an additional increase of 2.4% to be computed upon the base salary of December, 2025. All increases shall be compounded. In order to be eligible for retroactive payment, an employee must have been employed by the Borough of Fair Lawn on the signing date of the new contract. **All Employees hired after February 3, 2015 and prior to February 3, 2023 shall be subject to the following salary schedule:**

	2023	2024	2025	2026
Academy Step	47,352	48,488	49,652	50,844
Field Training	51,469	52,704	53,969	55,264
Step 1	60,002	61,442	62,917	64,427
Step 2	68,536	70,181	71,865	73,590
Step 3	77,070	78,920	80,814	82,754
Step 4	85,603	87,657	89,761	91,915
Step 5	94,137	96,396	98,710	101,079
Step 6	102,672	105,136	107,659	110,243
Step 7	111,205	113,874	116,607	119,406
Step 8	119,739	122,613	125,556	128,569
Step 9	128,273	131,352	134,504	137,732
Step 10	136,813	140,097	143,459	146,902

With the exception of Steps (1) and (2), new Police Officers hired on or before July 1st shall receive their annual step increment on the following January 1st. New Police Officers hired after July 1st shall wait until the next succeeding January 1st for their initial increment. All subsequent increments for Police Officers shall be effective January 1st of the succeeding year. In no event shall a Police Officers wait more than eleven and one-half (11 ½) years before reaching top pay. It is the intent of the parties that only a Police Officer who is hired after July 1st of each year may

take up to eleven and a half years (11 ½) before reaching top pay. Police Officers hired prior to July 1st of each year will not take more than eleven (11) years to reach top pay. The "annual step increments" mentioned above for Police Officers shall follow the base pay upon appointment.



APPENDIX A-3

Effective January 1, 2023, there shall be a salary increase of 2.4% to be computed upon the base salary of December, 2022. Effective January 1, 2024, there shall be an additional salary increase of 2.4% to be computed upon the base salary of December, 2023. Effective January 1, 2025, there shall be an additional increase of 2.4% to be computed upon the base salary of December, 2024. Effective January 1, 2026, there shall be an additional increase of 2.4% to be computed upon the base salary of December, 2025. All increases shall be compounded. In order to be eligible for retroactive payment, an employee must have been employed by the Borough of Fair Lawn on the signing date of the new contract. **All Employees hired after February 3, 2023 shall be subject to the following salary schedule:**

	2023	2024	2025	2026
Academy Step	47,352	48,488	49,652	50,844
Field Training	51,469	52,704	53,969	55,264
Step 1	58,581	59,987	61,427	62,901
Step 2	65,694	67,271	68,886	70,539
Step 3	72,805	74,552	76,341	78,173
Step 4	79,917	81,835	83,799	85,810
Step 5	87,030	89,119	91,258	93,448
Step 6	94,141	96,400	98,714	101,083
Step 7	101,253	103,683	106,172	108,720
Step 8	108,365	110,966	113,629	116,356
Step 9	115,478	118,249	121,087	123,993
Step 10	122,589	125,531	128,544	131,629
Step 11	129,701	132,814	136,002	139,266
Step 12	136,813	140,097	143,459	146,902

With the exception of Steps (1) and (2), new Police Officers hired on or before July 1st shall receive their annual step increment on the following January 1st. New Police Officers hired after July 1st shall wait until the next succeeding January 1st for their initial increment. All subsequent increments for Police Officers shall be effective January 1st of the succeeding year. In no event

shall a Police Officers wait more than thirteen and one-half (13 ½) years before reaching top pay. It is the intent of the parties that only a Police Officer who is hired after July 1st of each year may take up to thirteen and a half years (13 ½) before reaching top pay. Police Officers hired prior to July 1st of each year will not take more than thirteen (13) years to reach top pay. The "annual step increments" mentioned above for Police Officers shall follow the base pay upon appointment.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, positioned below the page number.

APPENDIX B
LONGEVITY

Each Employee hired prior to **January 1, 2015** will receive longevity pay for one (1%) percent of each three (3) years of service and two (2%) percent for each five (5) years of service with a maximum longevity pay not to exceed twelve (12%) percent. Employees who at the signing of this contract are collecting more than twelve (12%) percent longevity credit shall be grandfathered and are not subject to the twelve (12%) percent maximum longevity credit. Longevity will be computed for the first full calendar year thereafter. The said payments for longevity shall be paid on a semi-monthly basis to the Employees entitled to same.

All employees hired on or after **January 1, 2015** and before **January 1, 2019** shall receive the following longevity pay:

- a. After completion of (4) four years of service – 1%
- b. After completion of (8) eight years of service – 2%
- c. After completion of (12) twelve years of service – 3%
- d. After completion of (16) sixteen years of service – 4%
- e. After completion of (20) twenty years of service – 5% maximum amount

The said payments for longevity shall be paid on a semi-monthly basis to the Employees entitled to same.

Longevity shall not apply to Employees hired on or after **January 1, 2019**.

APPENDIX C
EDUCATION INCENTIVE

As part of the salary ranges and longevity credit herein provided the minimum and maximum salaries for members of the Police Department shall be the sum of Nineteen (**\$19.00**) Dollars for each credit hour completed in an accredited institution of higher education towards a degree in Police Science, Criminal Justice, Law Enforcement or Police/Public Administration. The additional compensation for credit hours shall not exceed the sum of Two Thousand Five Hundred (**\$2,500.00**) Dollars for any calendar year.

Compensation shall not exceed the sum of Two Thousand Five Hundred (**\$2,500.00**) Dollars for any calendar year for an Associate Degree, Bachelors' Degree or Masters' Degree in Police Science, Criminal Justice, Law Enforcement or Police/Public Administration. This additional compensation shall be at the single highest degree attainment and not to exceed Two Thousand Five Hundred (**\$2,500.00**) Dollars for any calendar year per member.

Compensation for credits and an Associate Degrees, Bachelors' Degrees or Masters' Degrees shall be confirmed on a form signed by the member, Chief of Police and Borough Manager along with a certified copy of the transcript and submitted to the Chief Financial Officer no later than November 1 for inclusion in the following calendar year's pay.

The additional compensation for credit hours **and** additional compensation for an Associate Degree, Bachelors' Degree or Masters' Degree shall not exceed the sum of Two Thousand Five Hundred (**\$2,500.00**) Dollars for any calendar year.

Education incentives once granted and approved are irrevocable.

APPENDIX D
VACATIONS

For services completed on or before July 1st:

One to Five Full Years	104 Hours
Six to Ten Full Years	120 Hours
Eleven to Fifteen Full Years	136 Hours
Sixteen to Twenty Full Years	152 Hours
Twenty-One to Twenty-Four Full Years	168 Hours
Twenty-Five to Twenty-Nine Full Years	184 Hours
Thirty and Over Full Years	200 Hours

APPENDIX E
TERMINAL LEAVE

Borough Ordinance No. 1696-97

"AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF FAIR LAWN, 1981, BY AMENDING CHAPTER II ENTITLED, 'ADMINISTRATION'; SPECIFICALLY SECTION 2-23.8, ENTITLED, 'CONTINUATION OF HOSPITAL AND MEDICAL INSURANCE COVERAGE."

Dated: September 9, 1997

