

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF FORT LEE**

**AND**

**NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.,  
PBA LOCAL NO. 245**

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**JANUARY 1, 2011 THROUGH DECEMBER 31, 2015**

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**A G R E E M E N T**

**THIS AGREEMENT**, made this *22* day of *April*, 2012, by and between the **BOROUGH OF FORT LEE**, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., PBA LOCAL NO. 245** (hereinafter referred to as "PBA"), representative of certain Police Officers of the **FORT LEE POLICE DEPARTMENT** (hereinafter referred to as "Employees").

**WHEREAS**, the parties have by good faith collective bargaining reached an agreement with respect to certain terms and conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:



**ARTICLE I**  
**RECOGNITION**

1. The Borough recognizes the PBA as the sole and exclusive representative for full time regular Police Officers of the Fort Lee Police Department, except the Chief, Deputy Chief and Inspector of said Department.

2. The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relations Act" as amended and supplemented (N.J.S.A. 34:13A-1, et seq.) and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission. Statutory rights as to certification or decertification of a bargaining unit are maintained.

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## ARTICLE II

### MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself, without limitation, 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 not limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Borough Government and its properties and facilities;
- B. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, and to promote and transfer Employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under **R.S. 40** and **R.S. 11**, or any other National or State Laws.



**ARTICLE III**

**RETENTION OF EXISTING BENEFITS AND RIGHTS**

Except as otherwise provided herein, including the management rights provisions of **Article II**, the privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement, and Employees shall retain all civil rights as provided under Federal and New Jersey State Laws.



## ARTICLE IV

### NEGOTIATION PROCEDURES

1. The collective negotiation with respect to rates of pay, hours of work or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.
2. Collective negotiation meetings shall be held at times and places mutually convenient, at the request of either the Borough or the Employees.
3. Employees who may be designated by the PBA to participate in collective negotiations will be excused from Police assignments, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department in the opinion of the Chief of Police.
4. The duly authorized negotiating agent of either the Borough or the Employees shall not be required to be an Employee of the Borough or a member of the Governing Body.

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## ARTICLE V

### CONTINUED WORK OPERATIONS

There shall be no action by either the Borough or the PBA in violation of any Federal or State Law. There shall be no strikes, lockouts, walkouts, sick-outs, retarding of work, slowdown or any stoppage of work or refusal to work by either party or any members, representatives or Officers thereof during the term of the labor contract or pending a decision by arbitration, Federal or State agency or Court. There shall be no discrimination, interference or coercion by the Borough or any of its agents against any member of the bargaining unit. Bargaining unit membership and the Bargaining unit shall not intimidate or coerce any member of the Bargaining unit into membership or participation in any activity prohibited by this Agreement. Nor will either party or any members, representatives or Officers thereof directly or indirectly aid, or assist any of the aforesaid act.

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## ARTICLE VI

### MEDICAL BENEFITS

1. The members of the PBA will be covered by the Direct Access Plan. Members shall have the option to enroll in the Traditional Plan. The increase in cost from the Direct Access Plan to the Traditional Plan shall be the sole responsibility of the PBA member. Members shall make health care contributions in accordance with current or amended State law.

2. The Employer shall provide a program of dental insurance covering the Employee and the Employee's immediate family. The Employer agrees to pay the entire premium cost and the Employee shall contribute in accordance with State law. Participation in the plan shall be mandatory. The plan which is to be implemented and maintained shall be the same plan as is currently in effect. This is commonly referred to as the "Delta Plan".

3. The current prescription co-pays shall be Five Dollars (\$5.00) for generic, Fifteen Dollars (\$15.00) for brand name per thirty (30) day supply and to a Ten Dollar (\$10.00) for generic and Thirty Dollars (\$30.00) for a brand name supply for a ninety (90) day supply by mail order. Effective January 1, 2009 the Borough shall establish and pay the administrative fees for a voluntary "Medical Savings Account" for covered Employees. New prescriptions for maintenance drugs will be limited to an initial thirty (30) day supply. Once the prescription is deemed to be effective with no side effects, the employee may renew the prescription for up to ninety (90) days.

4. Members shall have the option to opt-out of the medical, dental, and/or prescription drug coverage provided by the Borough provided that the Employee furnishes the Borough with



documentation to establish that the employee has medical insurance and/or prescription drug insurance coverage from another source. Employees who elect to opt-out of coverage provided by the Borough shall receive twenty-five percent (25%) of the Direct Access premium for individual coverage. The choice to opt-out shall be made and submitted annually, in writing to the Borough's Administrator's Office, during the Borough's Open Enrollment Period. Payment will generally be made within two weeks

An Employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period. Further, an Employee who waives coverage shall be permitted to immediately resume coverage if the Employee ceases to be eligible for other health care coverage for any reason, including but not limited to, the retirement or death of the spouse or divorce. An Employee who resumes coverage shall repay, on a pro rata basis, any amount received from the Borough which represents an advance payment for a period of time during which coverage is resumed. An Employee who wishes to resume coverage shall notify the Borough in writing.

5. The Parties agree that members are entitled to Family Medical Leave as set forth by the provisions in Appendix C.



## ARTICLE VII

### HOURS OF WORK

1. The Uniformed Patrol Division shall continue on the present work schedule of five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by three (3) days off. Said schedule is commonly referred to as the ~~5-2~~, ~~5-2~~, ~~5-3~~ schedule.

2. The normal work day tour of the Uniformed Patrol Division shall be eight (8) hours, which shall include within the eight (8) hour span, a thirty (30) minute meal time period per day. Employees covered by this Agreement shall work in non-rotational shift assignments. Shift assignments shall be the result of competitive bidding by seniority of eligible Employees. The competitive bidding process shall occur every six (6) months. The only exception to the above stated non-rotational competitive bidding process shall be overriding operational needs of the Police Department as determined by the Chief of Police.

The day shift and afternoon shift shall work five (5) consecutive like tours followed by two (2) days of time off, followed by five (5) consecutive like tours, followed by two (2) days off, followed by five (5) consecutive like tours, followed by three (3) days off. This is commonly referred to as the ~~5/2~~, ~~5/2~~, ~~5/3~~ work schedule. The night shift (any shift starting on or after 1800 hours) shall work five (5) consecutive like tours followed by three (3) consecutive days off followed by five (5) consecutive like tours followed by two (2) days off, and so on. This is commonly referred to as the ~~5/3~~, ~~5/2~~ work schedule.

Investigative positions shall work the 5/3, 5/2 work schedule outlined above.

3. (a) Briefing time shall be within the eight (8) hour tour of duty and not start at a quarter ( $\frac{1}{4}$ ) to the hour of each tour of duty.

(b) The first fifteen (15) minutes after the completed tour of duty shall not be considered for any compensation. In no way shall a member be made to work past his/her tour of duty because of the on-coming tour's briefing time. If overtime exceeds the first fifteen (15) minutes, the Employee will be paid for the preceding fifteen (15) minutes and will be compensated from that point on.

(c) All time thereafter shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the straight base hourly rate.

4. Other Divisions of the Fort Lee Police Department shall continue to work their eight (8) hour tours pursuant to past scheduling practices. Work in excess of the Employee's regular eight (8) hour tour or work in a regularly scheduled day off shall be considered as overtime, subject to **Article XII (2)**.

5. Past practices with regard to meal and rest periods shall continue.



## ARTICLE VIII

### PERSONNEL FILES

1. 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 Commander of Internal Affairs, and may be used for evaluation purposes. Files shall be in accordance with the Attorney General's Guidelines.

2. Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file, open investigation excepted. However, this appointment for review must be made through the Chief of Police or his designated representative. Open investigations will not be subject to review by the employee.

3. Whenever a written complaint or report concerning an officer or his actions is to be placed in his personnel file (open investigation excepted), a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the employee is given a copy of the complaint or report, the identification of the complainant or reporting officer shall be excised. However, if any disciplinary action is taken based on any complaint or report, then the Employee shall be furnished with all details of the complaint or report, including the identity of the complainant or reporting officer, unless otherwise prescribed by applicable law (e.g., anonymous complaints).

4. Whenever an officer is counseled orally and documentation of an oral counseling session is put into the officer's personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires and he/she shall be permitted to place

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said rebuttal in his/her file.

5. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from unless agreed upon by the parties. Removal of any material from a personnel file by any member of the department shall subject that member to appropriate disciplinary action. Any other files and or documents that may be maintained by the Administration shall be removed in a timely fashion.

6. Notwithstanding anything to the contrary contained herein, this article and all actions taken pursuant thereto are subject to the then appertaining New Jersey Attorney General Guidelines

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**ARTICLE IX**

**VACATIONS**

1. Each full time Employee shall be entitled to the following vacation schedule:
  - (1) **First Year - One (1) working day per full month of service.**
  - (2) **From One (1) Year to Sixty (60) Months - Fourteen (14) working days.**
  - (3) **From Sixty-One (61) Months to One Hundred Twenty (120) Months - Sixteen (16) working days.**
  - (4) **From One Hundred Twenty-One (121) Months to One Hundred Eighty (180) Months - Twenty (20) working days.**
  - (5) **From One Hundred Eighty-One (181) Months and Over - Twenty-two (22) working days.**
  
2. Vacation leaves may be accumulated for use in not more than two (2) subsequent calendar years.





## ARTICLE X

### BEREAVEMENT LEAVE

1. Employees shall be granted three (3) days of funeral leave with pay for a death in his/her immediate family and one (1) day for a death of a relative not considered in the immediate family or actually residing in the employee's home.
2. Such leave shall be in addition to sick leave as set forth in this Agreement.
3. Immediate family is defined as the employee's spouse, civil union/domestic partner, children, father, mother, father-in-law, mother-in-law, sisters, brothers, grandparents, grandparents-in-law, brother-in-law, sister-in-law, and any relative of the employee or employee's spouse who was actually living in the employee's home.
4. Employees who request funeral leave must immediately notify the Chief or his designee of their intent to take such leave.
5. The employee may be required to submit proof of death.

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**ARTICLE XI**

**SICK LEAVE PAYMENT AT RETIREMENT**

1. The Borough agrees to pay, upon voluntary retirement or resignation of any Employee, an amount equal to one-half (½) of the unused sick leave days accumulated by said Employee since January 1, 1964 up to a maximum of one hundred eighty (180) days.

2. For those employees hired after the execution of the 2011-2015 collective bargaining agreement, sick leave payout at retirement shall be a maximum of fifteen thousand dollars (\$15,000.00).



## ARTICLE XII

### WAGES

1. The parties hereby agree to the Wage Schedule (appended hereto as **Appendices A-1 & A-2**).
2. There shall be a ten percent (10%) rank differential for Sergeants, Lieutenants and Captains. Sergeants will receive one hundred ten percent (110%) of the Patrolman rate, Lieutenants will receive one hundred ten percent (110%) of the Sergeant's rate and Captains will receive one hundred ten (110%) percent of the Lieutenant's rate.
3. Notwithstanding the provisions of Title 11A:6-24.1, the parties agree that no additional holiday pay is due or owing under the term of this Agreement



**ARTICLE XIII**

**OVERTIME**

1. Subject to the provisions of the following section, the Borough shall pay overtime to Employees at the rate of time and one-half ( $1\frac{1}{2}$ ). No Employee above the rank of Lieutenant shall be entitled to overtime payments.

2. Overtime payments shall be calculated by dividing the Employee's annual base wage by two thousand eighty (2,080) hours and then multiplying that rate by one and one-half ( $1\frac{1}{2}$ ).

3. The Borough shall endeavor to afford all eligible Officers equal opportunities for earning overtime payments.

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## ARTICLE XIV

### COURT TIME

1. All Court appearances in Municipal, County or Superior Court, Grand Jury or New Jersey Motor Vehicle Drunk Driving hearing, shall be compensated at the time and one-half (1½) rate for hours worked, with a minimum guarantee of three (3) hours for Court appearances.

2. Administrative proceedings, including Fort Lee disciplinary proceedings, shall be governed by past practice.

3. All work related appearances shall be covered by this Article.

4. The administration of the three (3) hour minimum guarantee shall be guided by the following examples:

A. Where an Officer completes two (2) appearances within a contiguous three (3) hour period then said officer shall receive three (3) hours of overtime pay.

B. Where an Officer is required to attend a second court appearance within said same three (3) hour period and where the second appearance results in the Officer working for more than three (3) hours then the Officer shall be paid for the actual time worked beyond the three (3) hours.

C. Where the second court appearance is not contiguous with the initial three (3) hour minimum then the Officer shall receive a second three (3) hour court time minimum.



**ARTICLE XV**

**ROTATIONAL OUTSIDE EMPLOYMENT**

All outside employment shall be made equally available to Employees eligible to receive outside employment. This equal opportunity for outside employment shall not apply where there is an outside person involved, dealing through the Police Department, who rejects an otherwise eligible Employee.

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**ARTICLE XVI**  
**SALARY GRADES**

Employees covered under previous contracts shall continue to reach top grade Patrolman pursuant to the provisions of the contract in effect at the time each was hired. All Police Officers hired during the period the within Agreement is in force shall move up one (1) grade on each anniversary date of employment, so that a Police Officer shall reach First (1st) Grade after completion of nine (9) years of employment. (A new Police Officer who has successfully completed Academy training, medical and psychological exams and a background check, will upon assuming his/her regular Police duties be advanced to Police Officer Ninth (9<sup>th</sup>) Grade when hired after January 1, 2012, as soon as is practicable).



**ARTICLE XVII**

**PERSONAL LEAVE**

Every Employee shall be entitled to a maximum of two (2) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An Employee shall not be required to give any reason or explanation for the taking of a personal leave day with pay as allowed herein. The Borough reserves the right to approve personal leave requests based upon the operational needs of the Police Department. The employer shall not be required to permit more than two (2) personal days per shift on any given day, however, this limit shall be applied to positions that would incur overtime if the position was not filled.





**ARTICLE XVIII**

**NON BINDING FORUM**

On the premise that both parties would benefit from increased communication, the parties agree to set up a joint committee, the purpose of which shall be to present a forum for increased communication between the parties on matters of joint concern.

The Committee to be designated "Joint Communication Committee" shall be composed of three (3) Borough representatives including the Borough Administrator and three (3) Employee appointees. The Committee shall meet approximately every six (6) weeks.

It is expressly understood that this is not a negotiating forum, nor is this Committee intended in any way to supplement, replace or interfere with the Grievance Procedures set forth below. The actions of this Committee are intended to be informal only, and no action or decision of this Committee can be legally binding on either party.

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**ARTICLE XIX**

**MEDICAL COVERAGE AFTER RETIREMENT/DISABILITY**

Whenever an Employee has served twenty-five (25) years or more with the Borough, the Borough shall provide such Employee (and his or her dependents) with medical benefits pursuant to Article VI of this agreement.

This is intended to include those Employees who retired on disability pensions to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain equivalent medical benefits coverage through a private carrier, but in no event can the Borough be liable to any Employee for reimbursement or payment of medical bills beyond the extent of coverage afforded by Article VI of this agreement.

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**ARTICLE XX**

**VOLUNTARY DEFERRED COMPENSATION PLAN**

The Borough of Fort Lee hereby agrees to adopt and make applicable to all Employees covered hereunder the provision and regulations governing the creation, implementation and operation of the Municipal and County Deferred Compensation Plan, as set forth in **Public Law 1977, Chapter 381**.

It is understood that each individual Employee covered hereunder may elect whether or not to participate in said Plan. Each individual Employee further reserves the right, within the limitations of the law, to decide on the amount of his contribution.

The Borough of Fort Lee makes no monetary contribution to this Plan.

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**ARTICLE XXI**

**LIFE INSURANCE**

The Borough shall provide at its cost and expense, life insurance, with any insurance company licensed to do business in the State of New Jersey, in the amount of Ten Thousand (\$10,000.00) Dollars. The policy shall be such that the benefits of Ten Thousand (\$10,000.00) Dollars shall be paid to any Employee or his designated beneficiary, in the event of said Employee's death for any cause or reason.

The Borough shall continue to provide each retired Employee who has served twenty-five (25) years or more with the same benefits until the retired Employee's sixty-fifth (65th) birthday. Retirement for purposes of this **Article** shall mean retirement under the State of New Jersey Pension Plans for Police Officers, regular or disability.



## ARTICLE XXII

### WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

2. The Employee shall be required to present evidence by a certificate of a treating physician that he is unable to work and, the Borough may reasonably require the said Employee to present such certificates from time to time. The Borough, at its option, may require the Employee to be examined by a physician of the Borough's selection at the Employer's expense.

3. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, or if there is a dispute as to the causal connection, 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 establishing such further period of disability and such findings by the Division of Workers' Compensation or by the final decision of the last reviewing Court shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.



5. 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 therefrom the final decision of the last reviewing Court.

6. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties, during the period of one (1) year as provided in Subsection (1) hereof.

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**ARTICLE XXIII**

**CLOTHING ALLOWANCE**

The Borough shall pay to each Employee covered by this Agreement a clothing allowance not later than April 15th of each calendar year for the purchase, maintenance and cleaning of uniforms.

The annual clothing allowance shall be one thousand five hundred dollars (\$1500.00) for the year 2011. Effective 2012, the clothing allowance shall be one thousand dollars (\$1000.00).



**ARTICLE XXIV**

**LONGEVITY**

The longevity paid for the Employee shall be three percent (3%) for each four (4) years of service based upon the Employee's base annual wage rate up to a maximum of fifteen percent (15%).

Present payroll practice shall continue.

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ARTICLE XXV

PAYMENT FOR COLLEGE CREDITS

The Borough acknowledges that the pursuit of higher education benefits not only the Employees but the Borough as well. Therefore, the Borough shall pay, as additional annual compensation to each Employee who has achieved an A.A. Degree in Police Science or related field, the sum of Two Hundred Fifty Dollars (\$250.00); and to each Employee who will have achieved a B.A. Degree in Police Science or related field the sum of Five Hundred Dollars (\$500.00). Payments under this clause shall be made in the first pay period in June of each year.

Monies due Employees earning Degrees pursuant to this Article shall be paid to the Employees for the year in which the Employee earned the Degree and thereafter. Full payment shall be made for the year in which the Degree was earned, regardless of when during the year the Degree was actually earned.

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**ARTICLE XXVI**

**GRIEVANCE PROCEDURE**

1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement the parties adopt the following procedures which shall be kept as informal as may be appropriate.

2. 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.

**(A) STEP ONE**

An Employee with a grievance shall within ten (10) calendar days of the occurrence of the event grieved present the same to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the Employee and Griever. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

**(B) STEP TWO**

In the event the grievance is not resolved at STEP ONE, the Employee shall reduce the grievance and decisions respectively to writing and file same with the Captain or person in charge of the unit to which the Employee is assigned within three (3) calendar days of his/her receipt of the matter and all reports related thereto. The Captain shall respond within three (3) working days.



**(C) STEP THREE**

In the event the grievance is not resolved at STEP TWO, the matter and all reports shall be submitted to the Chief of Police within three (3) calendar days for his determination in writing within five (5) calendar days of his receipt of the matter and all reports related thereto. In the absence of the Chief the grievance shall be presented to the Ranking Officer in charge of the Department for determination.

**(D) STEP FOUR**

If the Employee wishes to appeal the determination of the STEP THREE proceeding, he/she should, within five (5) working days, submit the grievance in writing together with description of prior steps to the Borough Administrator who shall decide the matter within ten (10) working days of the presentation to her.

**(E) STEP FIVE**

If the Employee or PBA wishes to appeal the determination of the Borough Administrator, then he/she shall within five (5) working days of the Administrator's determination file said appeal with the Mayor and Council by filing his appeal with Borough Clerk, as agent for Mayor and council. The Mayor and Council shall respond within fifteen (15) working days.

**(F) STEP SIX**

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of the STEP FIVE preceding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of PERC and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his/her presentation.

2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or she shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

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 Mayor and



Council. 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 Civil Service Commission 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.

4. 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 waived. If any such 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 to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for in the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

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**ARTICLE XXVII**

**OFF DUTY POLICE ACTION**

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

(A) Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt Police action 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 of the rights and benefits concerning such action as if he were then on active duty.

(B) In all such circumstances the Employee shall promptly report such actions to the Chief of Police or his designee.

(C) Compensation for action under the clause shall be considered as included in the base annual wage. Additional compensation (overtime) shall be paid when an arrest is made within the Borough or emanating within the Borough or in the discretion of the Chief of Police when the Police Officer is requested to report to Headquarters to prepare reports on his off duty time.

N.J.S.A. 40A:14-152.2 is incorporated by reference into this Article.

A handwritten signature in black ink, appearing to be 'EPK', is located in the bottom right corner of the page.

**ARTICLE XXVIII**

**SUGGESTION BOX**

The Borough will provide the Employees with a suggestion box for suggestions by the Employees for the better management of the Police Department.

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**ARTICLE XXIX**

**PAYROLL DEDUCTIONS**

The Borough will provide the Employees with the right to have PBA dues and payroll deductions, or U.S. Savings Bonds or for whatever other kind of plan or service the banking institution may afford, taken directly from salary at an Employee's request.

A handwritten signature in black ink, appearing to be 'J. H. H. H.', located in the bottom right corner of the page.

**ARTICLE XXX**

**PBA STATE CONVENTION**

The Borough shall each year pay the total sum of Five Hundred Dollars (\$500.00) to the President and Delegate of PBA Local No. 245 for attendance at the PBA convention and expenses in connection therewith. Proof of such obligations shall be presented upon return from the convention.

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**ARTICLE XXXI**

**MARKSMANSHIP**

Employees shall receive additional vacation days each year by qualifying in a program of marksmanship approved by the Chief of Police as follows: Each Employee who receives an average rating of expert during any calendar year shall receive an additional vacation day for that year. Each Employee who receives an average rating of Distinguished Expert during any calendar year shall receive two (2) additional vacation days for that year. The pistol Team Captain or his designee may be excused from his assigned duties in the discretion of the Chief of Police to supervise shooting meets.

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**ARTICLE XXXII**

**MISCELLANEOUS**

1. In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular form shall be deemed to refer to and include the appropriate gender or number, as the text may require.

2. All the terms, covenants and conditions herein contained shall insure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

3. The Borough and the Employees shall meet with the Municipal Court Judge to arrange the scheduling of Municipal Court appearances so that as nearly as possible, Police Officers are not required to appear other than during a tour of duty.

4. Employees shall not be required to be residents of the Borough unless otherwise required by law.

5. Individuals who are currently in a military reserve organization or the National Guard are to continue to receive benefits in accordance with the parties past practice.

Individuals who join a military reserve organization or the National Guard after the date of May 1, 1988 will only receive benefits in accordance with applicable law.

6. The parties agree that upon completion of the new Police building, currently in progress, a gym area shall be provided and properly equipped. Thereafter, the Borough shall not be obligated to pay for physical fitness clubs or other physical fitness expenses of the Officers.



7. The parties agree to be bound by the terms of the K-9 Agreement. A copy of said Agreement is annexed as **Appendix B**.

A handwritten signature in black ink, appearing to be 'S. HAK' or similar, located in the bottom right corner of the page.

ARTICLE XXXIII

OFF DUTY EMPLOYMENT

1. The Employer shall not require the signing of a hold harmless clause as a condition precedent to any outside employer hiring an off duty Police Officer.
2. This Article shall not impair **Borough Ordinances Nos. 76-5 or 78-21.**

A handwritten signature in black ink, appearing to be 'J. H. M.', is located in the bottom right corner of the page.

**ARTICLE XXXIV**

**DISCIPLINARY PROCEDURE**

1. Disciplinary procedure and procedure for investigation shall be controlled by Fort Lee Police Department Procedures. Changes may be made pursuant to law.

Handwritten signature or initials, possibly "GMC", written in black ink.

**ARTICLE XXXV**

**PBA BUSINESS**

1. PBA Officers, President, two (2) Vice-Presidents, Financial Secretary, Recording Secretary, State Delegate, Treasurer, three (3) Trustees, Sergeant of Arms, shall be allowed time off to attend regular monthly Local, State PBA and Bergen County Conference meetings upon prior notice to the Chief and so long as, in the opinion of the Chief, it is not damaging to the operation of the Department.

Handwritten signature or initials, possibly "JSPIC", in the bottom right corner.

**ARTICLE XXXVI**

**EFFECTIVE DATE AND DURATION**

1. In the event that the parties do not enter into a new Agreement on or before midnight of December 31, 2015, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

2. All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Borough, to the Borough Clerk at the Borough Hall; and in the case of the PBA, to PBA Local No. 245 c/o Fort Lee Police Department, Fort Lee, New Jersey.

3. Negotiations for a successor Agreement shall be conducted pursuant to New Jersey State law and the rules of the New Jersey Public Employment Relations Commission.



**ARTICLE XXXVII**

**REPRESENTATION FEE IN LIEU OF DUES**

Pursuant to N.J.S.A. 34:13A-5.5 through N.J.S.A. 34:13A-5.9, the Borough of Fort Lee agrees commencing January 1, 1981 to withhold eighty-five percent (85%) of the regular membership dues charged by the PBA to its members, from the salaries of those Borough Employees covered by this Agreement who have not executed authorization permitting the Borough of Fort Lee to withhold the full amount of the PBA's dues, and shall forward that amount to the PBA, provided the PBA complies with the requirements of the same statute.

A handwritten signature in black ink, appearing to be 'J. P. ...', located at the bottom right of the page.



**ARTICLE XXXVIII**

**BULLETIN BOARD**

1. The Borough shall supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.
2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of the Employees.
3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.



**ARTICLE XXXIX**

**DATA FOR FUTURE BARGAINING**

1. The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.

2. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Police Officers, the total number of sick leave days utilized by Police Officers, the total number of IOD's, the total length of time lost as a result of IOD's and other data of a similar nature.

 HPS

ARTICLE XL

EMERGENCY MEDICAL TECHNICIAN

All persons covered by this Agreement who are or hereafter become certified as Emergency Medical Technician (E.M.T.) shall receive an annual extra stipend of Five Hundred Dollars (\$500.00) per year. Said annual stipend shall be paid in the first pay period of June of each year. Full payment shall be made for the year in which the certification was earned regardless of when during the year the certification was actually earned.

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**ARTICLE XLI**

**SENIORITY**

Seniority for vacation selection and all other Departmental selection purposes shall be determined based upon time spent on the Fort Lee Police Department as a full time law enforcement Officer.

*BAK*

**ARTICLE XLII**

**LEGAL REPRESENTATION**

1. The Borough of Fort Lee shall provide legal representation to Employees covered by this Agreement pursuant to law.

2. The Borough shall make a One Hundred and Fifty Dollar (\$150.00) annual contribution for each Officer in the bargaining unit for the purchase of legal defense insurance. The insurance plan shall be purchased by the PBA and proof of purchase shall be provided to the Borough.

A handwritten signature in black ink, appearing to be 'S. A. K.', located in the bottom right corner of the page.

## ARTICLE XLIII

### SCHEDULING STUDY COMMITTEE

A four member committee shall be established with two members chosen by the PBA and two members chosen by the Chief of Police. The committee shall give recommendations to the Chief of Police regarding the establishment of an alternate work-day schedule for all or part of the Police Department. After the Chief reviews the recommendations, those recommendations shall be forwarded to the Governing Body. If the Governing Body and the PBA agree on an alternate work-day schedule, it shall be implemented for a six month trial period. At the end of the trial period the Chief of Police will review the schedule with the Governing Body. If the Governing Body and the PBA agree, negotiations (but not Interest Arbitration) for an alternate work-day schedule will be reopened during the term of the contract. In the event the Borough declines to keep an experimental shift schedule, the Police Department will revert to the prior shift schedule.

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**ARTICLE XLIV**

**SAVINGS CLAUSE**

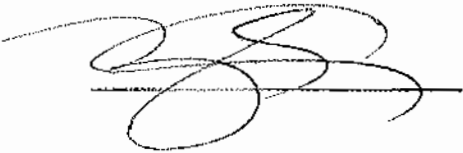
1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other person or circumstances shall not be affected thereby.

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

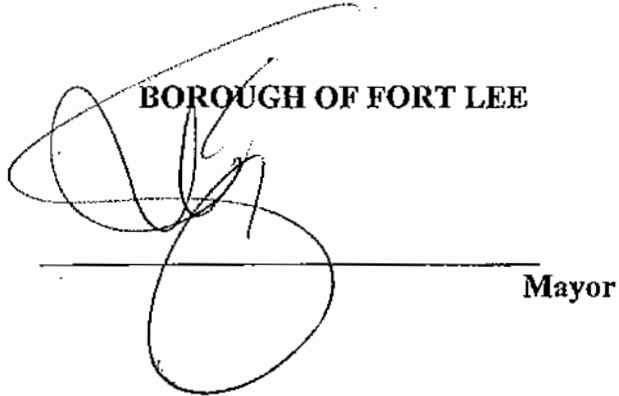
A handwritten signature in black ink, appearing to be 'LSPK', is located in the bottom right corner of the page.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized Officers or representatives on the day and year first above set forth.

**ATTEST:**

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**BOROUGH OF FORT LEE**

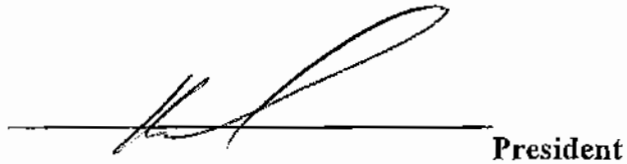
A large, stylized handwritten signature with a prominent loop, positioned above a horizontal line.

**Mayor**

**ATTEST:**

A simple horizontal line.

**FORT LEE PBA LOCAL NO. 245**

A handwritten signature with a large loop, positioned above a horizontal line.

**President**

Handwritten initials, possibly 'HPK', written in a cursive style.



**APPENDIX A-1**

**WAGE SCHEDULE**

**(EMPLOYEES BEFORE 01/01/12)**

	<b>Effective 1/01/11</b>	<b>Effective 01/01/12</b>	<b>Effective 01/01/13</b>	<b>Effective 01/01/14</b>	<b>Effective 01/01/15</b>
<b>Patrolman</b>					
<b>1<sup>st</sup> Grade</b>	<b>\$112,930</b>	<b>\$115,189</b>	<b>\$117,493</b>	<b>\$119,843</b>	<b>\$122,240</b>
<b>Sergeant</b>	<b>\$124,223</b>	<b>\$126,707</b>	<b>\$129,241</b>	<b>\$131,826</b>	<b>\$134,463</b>
<b>Lieutenant</b>	<b>\$136,647</b>	<b>\$139,380</b>	<b>\$142,168</b>	<b>\$145,011</b>	<b>\$147,911</b>
<b>Captain</b>	<b>\$150,310</b>	<b>\$153,316</b>	<b>\$156,382</b>	<b>\$159,510</b>	<b>\$162,700</b>

APPENDIX A-2

WAGE SCHEDULE

(EMPLOYEES HIRED ON OR AFTER 01/01/12)

	Effective 1/01/11	Effective 01/01/12	Effective 01/01/13	Effective 01/01/14	Effective 01/01/15
Patrolman					
Academy	\$32,000	\$32,640	\$33,293	\$33,959	\$34,638
9 <sup>th</sup> Grade	\$40,992	\$41,812	\$42,648	\$43,501	\$44,371
8 <sup>th</sup> Grade	\$49,984	\$50,984	\$52,004	\$53,044	\$54,105
7 <sup>th</sup> Grade	\$58,977	\$60,156	\$61,359	\$62,587	\$63,838
6 <sup>th</sup> Grade	\$67,969	\$69,328	\$70,715	\$72,129	\$73,572
5 <sup>th</sup> Grade	\$76,961	\$78,500	\$80,070	\$81,672	\$83,305
4 <sup>th</sup> Grade	\$85,953	\$87,672	\$89,426	\$91,214	\$93,039
3 <sup>rd</sup> Grade	\$94,946	\$96,844	\$98,781	\$100,757	\$102,772
2 <sup>nd</sup> Grade	\$103,938	\$106,017	\$108,137	\$110,300	\$112,506
1 <sup>st</sup> Grade	\$112,930	\$115,189	\$117,492	\$119,842	\$122,239
Sergeant	\$124,223	\$126,707	\$129,241	\$131,826	\$134,463
Lieutenant	\$136,647	\$139,380	\$142,168	\$145,011	\$147,911
Captain	\$150,310	\$153,316	\$156,383	\$159,510	\$162,701

**APPENDIX B**

**K-9 AGREEMENT (Attached)**

A handwritten signature in black ink, appearing to be 'S. H. H. C.', located in the bottom right corner of the page.

**AGREEMENT**

In consideration for the promises set forth herein, the parties agree as follows:

1) This Agreement among the Borough of Fort Lee, ("Borough"), PBA Local 245, ("PBA"), and Police Officers Michael Papachristou (Badge #167) and Terence McCabe (Badge #209) encompasses the complete and binding Agreement of the parties signatory hereto, with regard to all issues and entitlements, past, present and future, concerning wages and other terms and conditions of employment of Borough police officers assigned as K-9 dog handlers (the "Agreement"). This Agreement shall also be applicable into the future and govern the wages and terms and conditions of employment of new and existing Borough police officers assigned as K-9 dog handlers, ("K-9 Officers").

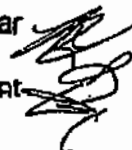
2) The K-9 Officers Michael Papachristou and Terence McCabe, hereby represent that, after consultation with attorney(s) of their own choice, that they do not have any past or unpaid current claim for compensation against the Borough in connection with or related to the duties as Borough K-9 Officer(s) and further that they waive and release any such claim(s) against the Borough, whether known or unknown.

3) While on-duty, K-9 Officers will be paid the same wages and be governed by the same rules and terms and conditions of employment as other police officers employed by the Borough, except to the extent same are modified by the terms of this Agreement.

4) a) Effective upon execution of the Agreement, the Borough will pay canine officers at an hourly rate of pay of \$8.00 for all time which is spent outside of the scheduled tour of duty providing home training, care and maintenance for and to the dog assigned to that officer by the Borough (the "K-9 Hourly Rate"). All parties further agree that compensation for off-duty time to provide for the training, care and maintenance of the assigned dog shall be limited to one hour per day, seven days per week, unless the Chief

of Police or his designee shall give prior written approval to the K-9 Officer for some greater period of time. Such approval shall be given only on a day-to-day basis. Hereafter, any modification to the established off-duty hourly rate of pay for K-9 Officers shall be subject to collective negotiations between the Borough and the PBA, commencing January 1, 1999.

b) The compensation set forth above shall be a stipend and the Borough shall issue each K-9 Officer an annual IRS Form 1099.

c) The above-stated stipend shall be payable in accordance with the Borough's now or future periodic pay check schedule, by a Borough check. Alternatively, at each K-9 Officer's sole election, indicated annually to the Police Chief in a signed and dated writing, delivered each succeeding January, the said stipend compensation may be paid as "compensatory time." The amount of compensatory time attributable to the said stipend compensation shall be <sup>FOR THE LIFE OF THE INSTANT AGREEMENT, EQUAL TO</sup> ~~determined by dividing the K-9 Hourly Rate by the regular~~ <sup>1/4 HOUR OF COMP. TIME, IN LIEU OF THE PAYMENT OF THE K-9 HOURLY RATE</sup> ~~per officer's rate of pay (e.g., \$8 ÷ \$32 = 1/4 hour of compensatory time in lieu of payment~~ <sup>of K-9 Hourly Rate).</sup> 

5) The Borough shall immediately establish appropriate time sheets for K-9 Officers to complete, certify as true and correct and submit to the Chief of Police or his designee, on a bi-weekly basis, to explain and record all time spent outside the K-9 Officer's scheduled tour of duty, involving the training, care and maintenance of the dog assigned to the K-9 Officer. The unexcused failure of a K-9 Officer to timely submit complete time sheets shall be deemed neglect of duty and no payment will be made for a given period until and unless such time sheets are submitted.

6) The work schedule of K-9 Officers shall generally be governed by Article VII, Hours of Work, in the contract between the Borough and the PBA, except that K-9 Officers shall, at the Chief of Police's sole option, be separately scheduled; shift assignments shall



not be bid by seniority; and the Chief of Police or his designee, at his sole discretion, may modify shift assignments, with 48 hours notice to the K-9 Officer(s), without incurring any premium or overtime pay or compensation obligation to the K-9 Officer. K-9 Officers shall not be used to replace or diminish regular overtime opportunities, i.e., overtime opportunities which the Chief or his designee determine do not require K-9 dogs and officers.

7) K-9 Officers who are called back to duty in an unscheduled work period shall be compensated with a minimum of 4 hours of overtime pay, to be taken as pay or time-due. In the event that any one or more call-backs in any 24-hour period require the K-9 Officer to work more than 4 hours, he or she shall be paid in accordance with the collective bargaining agreement then in effect. Travel time from a call-back is not compensable time. K-9 Officers held over from normally scheduled tours of duty shall be paid on an hourly or portion thereof basis, in accordance with existing practices.

8) a) The Borough shall be responsible for all job related expenses, reasonably incurred, regarding the maintenance, care and training of canines, subject to prior approval from the Chief of Police. Such expenses include, but not limited to, the provision of training aids, narcotics towels, medical care, liability insurance (on and off duty), grooming costs, certification fees, costs of food, etc. The Borough shall provide purchase orders to the extent possible to cover such expenses. If it is impossible to provide a purchase order for a particular expense, a voucher system shall be used instead.

b) The Borough may, as its sole option, designate vendors which shall be the sole and exclusive suppliers of designated goods, services and equipment for the K-9 Officers and/or their assigned dogs. Notwithstanding the foregoing, in the event of a serious injury to a K-9, the K-9 Officer may bring the dog for emergency treatment to the care facility which is closest to the scene and is equipped to best treat the K-9. However, if the Borough

designates an available care facility, that choice shall not be disregarded without good and sufficient cause.

c) K-9 Officers shall receive the same uniform allowance as provided to other police officers.

d) Neither the Borough or its insurer shall be responsible for any damage caused by the assigned dog to the personal or real property (or other property interest) of the K-9 Officer or that of members of or invitees to his/her household.

e) It shall be the duty and the responsibility of each K-9 Officer to take reasonable and prudent steps, both on and off duty, to prevent injury to the assigned dog and injuries or damages which may be caused by the assigned dog, to the property or person of others.

9) If or when the K-9 Program is disbanded or an assigned dog is retired from duty, each K-9 Officer to whom said dog was assigned shall be permitted to purchase his/her retired dog in accordance with N.J.S.A. 40A:11-36 for a price not to exceed \$250. Fair market value is stipulated to be \$2,400 for a new K-9 dog. Retired K-9 dogs shall only be used as house pets of the Officer purchasing the dog. No other use, employment or transfer of the retired dog shall be made. Any such offer of purchase must include the written, dated and executed agreement of the proposed purchaser and proof of best efforts to obtain affordable liability insurance, on terms and in an amount sufficient to enable the Officer to indemnify, defend and hold harmless the Borough, its employees, representatives, etc., from any and all claims and damages alleged to have been caused by the previously assigned dog or its owner, in connection with the dog to the person or property of the bidder/proposer or others.

10) The parties agree that the above paragraphs of this Agreement, except for Paragraph(s) #11 and #12, shall be incorporated as an Addendum to the existing collective negotiations agreement and specifically included as a separate provision in the successor collective negotiations agreement between the parties. Each party represents that the expenditures/costs savings related to or resulting from this Agreement shall not be introduced as evidence in support of either party's position in collective negotiations and/or interest arbitration regarding a successor agreement. However, the K-9 Hourly Rate may be a subject of bargaining/interest arbitration in any current or future proceedings.

11) Despite the representations contained in Paragraph #2 hereof, the Borough agrees to pay K-9 Officers Michael Papachristou and Terence McCabe the sum of One Hundred Dollars (\$100) and K-9 Officers Michael Papachristou and Terence McCabe agrees to accept said payment, as full and complete compensation for any pay, other compensation or damages which the Borough may owe to him/her/them under the U.S. Fair Labor Standards Act and any other law, within thirty (30) days from the execution hereof by all parties in full and complete release, settlement and compromise by the PBA and the named police officer(s) of any such claims.

12) The K-9 Officers Michael Papachristou and Terence McCabe, their dependents, successors, heirs, executors, administrators and assigns, and each of the, hereby fully and forever releases and discharges the Borough as well as its agents, officers, directors, employees, successors, assigns, insurers and attorneys, and each of them, of and from any and all claims, rights, actions, causes of action, obligations, debts, interest, damages, charges, losses, debts, demands of any nature, whether arising in law or in equity, relating to the compensation and expenses which the Borough may owe to them with respect to the training, care and maintenance of his/her/their assigned dogs.





13) It is the intention of the parties hereto that this Agreement shall be effective as a full and final accord and satisfaction and release of each and every released matter, including all unknown and/or unsuspected claims. In connection with this waiver, each party hereto acknowledges that facts in addition to or different from those presently known may later be discovered which relate to the subject matter of this Agreement. The parties also recognize the possibility that, in the future, damages that are not currently known may be suffered in relation to matters released in this Agreement. Notwithstanding these possibilities, it is each party's intention to fully, finally and forever settle all released matters, disputes and differences.

14) Each party agrees to bear its/his/her own costs expenses and attorneys' fees incurred in connection with this Agreement.

15) Each party hereto expressly warrants and represents that it/he/she is fully authorized to enter into this Agreement each of its terms, and that it/he/she has not assigned to any other party or person any claims released herein.

16) The K-9 Officers Michael Papachristou and Terence McCabe and the PBA warrant that they have not filed any other lawsuits, charges, complaints, petitions, or other accusatory pleading against the Borough with any governmental agency or in any court, based upon, arising out of or related in any way to any events occurring prior to the execution of this Agreement.

17) This Agreement contains the entire Agreement between the parties hereto with respect to all matters addressed herein, and fully supersedes any and all prior or contemporaneous agreements, understandings or representations, oral or written, implied or express, pertaining to the subject matter hereof. This Agreement may only be subsequently modified by a writing signed and dated by all parties hereto.

18) Each party agrees to do all things necessary to carry out and effectuate the terms of this Agreement, and expressly promises not to do or fail to do anything, directly or indirectly, which will interfere with any other party's realization of the benefits hereof.

19) This Agreement, including the releases herein, shall be binding upon and inure to the benefit of each of the parties to this Agreement and to each of their successors in interest, including heirs and assigns.

20) Each of the parties hereto has been represented by counsel in the negotiating and drafting of this Agreement. Accordingly, the rules and construction of contracts relating to resolution of ambiguities against the drafting parties shall be inapplicable to this Agreement.

21) Any dispute concerning an interpretation, application or violation of this Agreement shall be governed by the grievance and arbitration provisions of the parties' collective negotiations agreement.

22) If for any reason any provision contained in this Agreement is later deemed unenforceable, the remainder of this Agreement shall nonetheless remain binding and enforceable on all parties hereto.

23) This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed an original or the equivalent thereof.

WHEREFORE, each party hereto, by the signatures below, certifies that this Agreement has been read in its entirety, that any questions regarding the meaning or effect of any terms have been answered to their satisfaction, that each party enters into this Agreement with the intent to be fully and forever bound by all of its terms, as of the date set forth opposite their signature below.



FOR K-9 OFFICERS MICHAEL PAPACHRISTOU AND TERENCE MCCABE AND PBA LOCAL 245

Dated: 03/01/01

[Signature]  
Delegate PRESIDENT, PBA LOCAL 245

Dated: 03-01-01

[Signature]  
MICHAEL PAPACHRISTOU

Dated: 03-01-01

[Signature] #209  
TERENCE MCCABE

APPROVED AS TO FORM AND CONTENT:

By: [Signature]

*Herick H. Ginsky, Joseph Licata, Esq.*  
**LOCCKE & CORREIA P.A.**  
Attorneys For K-9 Officers Michael Papachristou and Terence McCabe and PBA Local 245

Dated: 3/2/01

Dated: 6/14/02

Dated: \_\_\_\_\_

FOR THE BOROUGH OF FORT LEE  
[Signature]  
[Signature]

APPROVED AS TO FORM AND CONTENT:

By: [Signature]

**DeCOTIIS, FITZPATRICK, GLUCK HAYDEN & COLE, LLP**  
J.S. Lee Cohen, Esq.  
Attorneys For The Borough of Fort Lee

*[Handwritten initials]*

**APPENDIX C**

**FAMILY LEAVE (Attached)**

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**H. FAMILY LEAVE**

**General Policy.** There may be occasions when an employee requests to be temporarily relieved

*SPM*

**BOROUGH OF FORT LEE  
EMPLOYEE HANDBOOK**

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of his or her work responsibilities for family or medical leave. In such instances, the Borough will grant leaves of absence in accordance with the requirements of the federal Family Medical Leave Act ("FMLA") and New Jersey Family Leave Act ("FLA").

Under the FMLA, eligible employees who request leave because of (i) the birth, adoption or placement of child in foster care with employee; (ii) the employee's serious health condition; (iii) the serious health condition of the spouse, child or parent of the employee; or (iv) the spouse, child or parent is on active duty or is called up for active duty in support of a contingency operation, will be granted unpaid family or medical leave of up to twelve (12) weeks in any twelve (12) month period. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled up to twenty-six (26) weeks in a single twelve (12) month period

Under the FLA, eligible employees who request leave because of (i) the birth or adoption of a child, or (ii) the serious health condition of the spouse, child or parent of the employee, will be granted unpaid family or medical leave of up to twelve (12) weeks in any twenty-four (24) month period. Leave under either the FMLA or the FLA provides the employee with certain assurances of job security and continued employee benefits during the leave.

See also paid family leave provisions under the Paid Family Leave Act ("PFLA") in this manual. It is the policy of the Borough that an employee taking paid family leave under the PFLA must take the leave concurrently with any unpaid FMLA or FLA leave that the employee is entitled to.

**Eligibility.** Full-time (and some part-time) employees may be eligible for family or medical leave if they meet the requirements set forth below:

1. **FMLA.** Employees are eligible FMLA leave if:
  - a) They have worked for the Borough for at least 12 months; and
  - b) They have worked at least 1250 hours during the 12 month period preceding the start of the requested leave.
  
2. **FLA:** Employees are eligible for FLA leave if:
  - a) They have worked for the Borough for at least 12 months; and
  - b) They have worked at least 1000 hours during the 12 month period immediately preceding the start of the requested leave.

**12 or 24 Month Period:** The Borough will use a rolling 12 or 24 month period to measure eligibility for requested leave under either the FMLA or the FLA. This means that the 12 month period under the FMLA or the 24 month period under the FLA will be measured backwards from the date on which the leave is requested to commence.

**BOROUGH OF FORT LEE  
EMPLOYEE HANDBOOK**

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**FMLA Leave Entitlement vs. FLA Leave Entitlement:**

1. **FMLA Leave**. May be taken for the following reasons:

- a) The birth, adoption or placement in foster care of a child;
- b) The employee's serious health condition;
- c) The serious health condition of the spouse, child or parent of the employee;
- d) The spouse, child or parent is on active duty or called to active duty; or
- e) The spouse, parent, child or next of kin is recovering from a serious illness or injury sustained in the line of duty while on active duty.

2. **FLA Leave**: May be taken for the following reasons

- a) The birth or adoption of a child; or
- b) The serious health condition of the spouse, civil union/domestic partner, child or parent of the employee.

If an employee requests leave that is covered by both the FMLA and the FLA, the leave simultaneously counts against the employee's entitlement under both acts. For example, if the employee requests leave for the birth of a child, such leave would be covered under both the FMLA and the FLA. The employee would therefore only be entitled to a total of twelve (12) weeks leave. If, however, the employee requests leave that is only covered by the FMLA, it shall not abridge the employee's right to request leave for reasons allowed under the FLA. This means that in certain limited circumstances, the employee may be entitled to up to twenty-four (24) weeks leave in a twelve (12) month period. For example, if the employee requests leave to care for his/her own serious health condition, such leave would only be covered by the FMLA. The employee could then request an additional twelve (12) weeks for reasons allowed under the FLA, such as caring for a family member with a serious health condition.

**Definition of "Serious Health Condition":**

1. An illness, injury, impairment or physical or mental condition that involves:
  - a) inpatient care in a hospital, hospice or residential medical care facility, or
  - b) continuing treatment by a health care provider.
  - c)

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**Procedure**

1. **Notice.** To the extent possible, advance written notice of a request for family or medical leave is required. The employee shall submit a written request for family leave, accompanied by certification by attending physician, to his/her Department Head. Using N.J.A.C. 13:12-1.5 (c)(1) and (d)(1) as a guide, the following notification time line should be followed when requesting a family leave:

- An employee who takes a leave in order to care for a newly-born child or a child placed for adoption with such employee shall provide the employer with notice no later than thirty (30) days prior to the commencement of the leave, except when emergent circumstances warrant shorter notice.
- An employee who takes a leave in connection with the serious health condition of a family member shall provide the employer with notice, no later than fifteen (15) days prior to the commencement of the leave, except where emergent circumstances warrant shorter notice.

If it is not possible to give thirty (30) days notice, then the employee must provide as much written notice as is possible. When the leave is for a planned medical treatment, the employee should endeavor to schedule the leave so as not to unduly disrupt his or her work. Employees seeking an extension of approved leave time must submit their request to the Department Head and the Personnel Office at least one (1) week prior to the expiration of the approved portion of his or her leave.

2. **Medical Certification:** Medical certification of the need for leave is required where the leave is due to the serious health condition of the employee or the employee's spouse, parent or child. The Borough will provide the employee with the appropriate medical certification form to be completed by the health care provider of the employee or his/her spouse, civil union/domestic partner, parent or child. The Borough may also require subsequent re-certifications on a reasonable basis. Failure to comply with the certification requirements may result in the delay or denial of family or medical leave. If the Borough has reason to doubt the validity of the medical certification provided by the employee, the Borough may require a second medical certification, at the Borough's expense. Such certification will be completed by the health care provider of the Borough's choice, but not by a health care provider who is regularly used, or under contract with, the Borough. If the second opinion differs from the opinion in the original certification, the Borough may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee concerning the information in the certification. The opinion of the third health care provider shall be final and binding on the Borough and the employee.



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**Use of Paid Leave.** All accrued vacation, personal leave, sick days, family leave, compensatory time and other paid time off, must be used by the employee for all or part of the employee's twelve (12) week family and medical leave. Once any accrued paid leave is used, the remainder of the twelve (12) week leave shall be unpaid. It is also the policy of the Borough that, when an employee is out of work on temporarily disability or receiving workers compensation benefits, his or her FMLA leave will run concurrently.

1. **Maintenance of Benefits:** While an employee is on family or medical leave, the Borough will maintain its contributions to the employee's health insurance under the same terms as the plan in effect at the time the request is made, for a period of up to twelve (12) weeks, if the employee is enrolled in the Borough's health care plan at the time the request for leave is made. If applicable, the employee will be responsible for making timely payment to the Borough of his or her share of the premium cost. To the extent the employee is still receiving a paycheck from the Borough because of accrued paid leave (see above), said premiums will be deducted from the employee's paycheck. If the employee is not receiving a paycheck from the Borough during all or any portion of the leave, the employee shall make applicable premium payments in person or via mail to the Personnel Office by the 15<sup>th</sup> day of each month the employee is on leave. If the employee's premium payment becomes more than thirty (30) days overdue at any time during the leave, coverage will be terminated by the Borough. If the employee fails to return from family or medical leave, the employee will be required to repay the Borough for its share of health insurance premiums paid for the employee during the leave, provided that the failure to return to work is not due to (i) the continuance, recurrence or onset of a serious health condition, or (ii) other circumstances beyond the employee's control.
2. **Accrual of Paid Time Off:** Vacation, personal leave, sick days and any other paid time-off does not accrue during any period of unpaid leave.
3. **Return to Work:** Except for employees in key positions as defined by the law (see below), upon the employee's return to work, an employee taking an approved leave under this policy will be restored to the same or an equivalent position as held prior to the leave, with equivalent pay and benefits (unless the employee is unable to perform the essential functions of that position, with or without reasonable accommodation). In order to be restored to the same or an equivalent position, the employee must return from leave on the agreed-upon date (including any approved extensions) and the entire leave must last no more than twelve (12) weeks. When an employee is returning from leave due to the employee's own serious health condition, the Borough may require the employee to submit a medical certification of fitness-for-duty.
4. **Key Employee Exception:** The Borough may deny job restoration to certain highly compensated "key" employees. The Borough will endeavor to advise

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employees of their status as a "key" employee at the time they request leave. However, if the Borough deems it necessary to deny job restoration to a key employee who is already out on leave, the Borough will inform the employee of its intention to so designate the employee and will offer the employee the opportunity to return to work immediately.

**Intermittent or Reduced Leave Schedule:**

Generally, FMLA leave or FLA leave will be taken in a lump sum (*i.e.* consecutive days off from work up to twelve (12) weeks). However, family or medical leave may be taken intermittently, or on a reduced schedule, in situations involving the serious health condition of the employee or his/her spouse, parent or child, if medically necessary. If an employee requests an intermittent or reduced leave schedule for reasons that are foreseeable based upon planned medical treatment, the Borough may, at its discretion, temporarily reassign to the employee to another position that will better meet the needs of the Borough and the public.

Any questions regarding this policy should be directed to the Personnel Office.

Procedures for requesting family leave shall be the same procedures outlined for **LEAVES OF ABSENCE WITHOUT PAY.**

Family Medical Leave Act does not require that an employee's salary be continued while he/she is on family or medical leave. However an employee may elect, or the employer may require, that the employee utilize any appropriate accrued paid vacation, personal or sick leave as part of the twelve (12) week entitlement. **EXAMPLE:** if a woman takes a pregnancy disability leave from four (4) weeks before delivery through six weeks after delivery, the employer would only be required to offer two (2) additional weeks of family leave and could require that any available paid vacation time be used during that additional two (2) weeks.

While on family leave, the Borough shall maintain coverage for employee under any group health care plan at the level of coverage that would have been provided if employee had continued employment.

Family leave without pay shall be treated the same as other leaves without pay.

**L      PAID FAMILY LEAVE**

**General Policy.** There may be an occasion where an employee requests to be temporarily relieved of his or her work responsibilities for Paid Family Leave. In such instances, the Borough will evaluate a request for a paid leave of absence in accordance with the requirements of the New Jersey Paid Family Leave Act ("PFLA") (N.J.S.A. 43:21-39, *et seq.*).

Under the PFLA, eligible employees may be granted paid family leave for up six (6) weeks in any twelve (12) month period to: (i) care for a newborn within twelve (12) months of birth; (ii)

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care for a newly adopted child within twelve (12) months of placement; or (iii) care for a family member with a serious health condition.

**Eligibility.** All full- and part-time employees are eligible for paid family leave. An employee that earns either (1) \$143 or more per week for twenty (20) consecutive weeks, or (2) \$7,200 or more over the previous fifty-two (52) calendar weeks qualifies for paid family leave benefits.

**Paid Family Leave to be Concurrent with other Types of Family Leave.**

If the employee plans to take unpaid FMLA and FLA leave, he/she must take such leave concurrently with paid family leave under the PFLA and meet the following requirements:

- 1) **FMLA.** Employees are eligible for FMLA leave if:
  - c) They have worked for the Borough for at least twelve (12) months; and
  - d) They have worked at least 1250 hours during the twelve (12) month period preceding the start of the requested leave.
- 2) **FLA.** Employees are eligible for FLA leave if:
  - a) They have worked for the Borough for at least twelve (12) months; and
  - b) They have worked at least 1000 hours during the twelve (12) month period immediately preceding the start of the requested leave.

**PFLA Paid Leave Taken Concurrently with FMLA and FLA Unpaid Leave.** It is the policy of the Borough that an employee taking paid family leave must take the leave concurrently with any unpaid FMLA or FLA leave that the employee is entitled to. The Borough will automatically treat paid family leave as unpaid FMLA leave (up to twelve (12) weeks of leave every year) or FLA leave (up to twelve (12) weeks of leave every two years) whenever an employee requests paid family leave. This ensures that the paid family leave benefits do not confer upon employees an additional six (6) weeks of leave entitlement beyond the twelve (12) weeks of unpaid leave to which such employees are entitled under the FMLA and FLA.

**Benefits.** Paid family leave benefits can be claimed by an employee to:

- 1) Bond with a Child during the first twelve (12) months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child;
- 2) Bond with an adopted Child during the first twelve (12) months after placement of the child for adoption with the covered individual; or

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- 3) Care for a Family Member with a "Serious Health Condition" supported by certification by a Health Care Provider.

**NOTE:** Paid family leave is not available for a Serious Health Condition affecting the covered employee.

Claims may be filed for six (6) consecutive weeks or for forty-two (42) intermittent days during a twelve (12) month period beginning with the first date of the claim.

Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, who is less than nineteen (19) year of age or is nineteen (19) years of age or older but incapable of self-care because of mental or physical impairment.

Family Member means a child, spouse, domestic partner, civil union partner, or parent of a covered individual.

Health Care Provider means any person licensed under Federal, state, or local law, or the laws of a foreign nation, to provide health care services; or any other person who has been authorized to provide health care by a licensed health care provider.

Benefit Rate and Payment. The weekly benefit rate for paid family leave is calculated at two-thirds (2/3) of the employee's average weekly wage up to the maximum amount payable. The current maximum amount payable under State law (August 12, 2009) provides the employee with \$524 per week. This benefit level may be modified, without notice to employees, by the State of New Jersey. The maximum benefit rate is adjusted every year by the State. The State's paid family leave program is funded entirely by employee payroll taxes; the Borough does not make any contributions to the program. An eligible employee claiming paid family leave receives his/her check from the State's Division of Temporary Disability Insurance, not the Borough. The Borough of Fort Lee is never responsible for payment of paid family leave benefits under PFLA leave.

**Definition of a "Serious Health Condition".**

Serious Health Condition means an illness, injury, impairment, or physical or mental condition, which requires inpatient care in a hospital, hospice, or residential medical care facility or Continuing Medical Treatment or Continuing Supervision by a Health Care Provider.

**Continuing Medical Treatment or Continuing Supervision by a Health Care Provider means:**

- 1) A period of incapacity (that is, inability to work, attend school or perform regular daily activities due to a Serious Health Condition) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

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- a) Treatment two or more times by a Health Care Provider; or
  - b) Treatment by a Health Care Provider on one occasion, which results in a regimen of continuing treatment under the supervision of a Health Care Provider;
- 2) Any period of incapacity due to pregnancy, or for prenatal care;
  - 3) Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition;
  - 4) A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective where the individual is under Continuing Supervision of, but need not be receiving active treatment by a Health Care Provider; or
  - 5) Any period of absence to receive multiple treatments by a Health Care Provider or by a provider of health care services under orders of, or on referral by a Health Care Provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment.

**Benefits Limitations.** The first seven (7) days following the filing of a claim is the waiting week. No benefits can be paid for this week or any part of the first week until benefits have been paid in each of the three (3) weeks immediately following the waiting week. If the period of paid family leave immediately follows an eligible period of temporary disability for the individual's own illness, there is no waiting period for the paid family leave claim.

**If the employee is receiving a pension** which the Borough contributed to on the employee's behalf, the employee's weekly benefit amount will be reduced by the prorated amount of the pension received during that particular benefit week.

**No paid family leave benefits are payable for:**

- Any period the employee receives temporary disability benefits or any benefits from a disability or cash sickness program or similar law of this state or any other state or the federal government;
- Any period the employee receives Unemployment Insurance Benefits;
- Any period the employee receives Workers' Compensation Benefits;
- Any period the employee receives full salary or paid time off;
- Any period the employee is working;

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- Any period of paid family leave which did not start while the employee was a covered individual or within fourteen (14) days of the employee's last day of work;
- Any period of paid family leave for the care of a Family Member and the care recipient (Family Member) was not under the care or supervision of a health care provider;
- Any period the employee is out of work due to a stoppage of work which exists because of a labor dispute at the claimant's place of employment; or
- Any period subsequent to being discharged by the Borough for gross misconduct connected with the work because of a commission of an act punishable as a crime under the New Jersey Code of Criminal Justice.

**Use of Paid Leave.** Prior to taking paid family leave, an employee must first use up to two weeks of any paid vacation time, sick leave, or other leave at full pay for which the employee is eligible. When an employee uses paid vacation time, sick leave, or other leave, the Borough may reduce the employee's maximum paid family leave entitlement (six (6) weeks) by the number of days of paid leave used for vacation time, sick leave, or other leave at full pay. For example, a full week of paid vacation time, sick leave, or other leave used by the employee will reduce his/her maximum entitlement to paid family leave by seven (7) benefit days. Paid vacation time, sick leave, or other leave used by the employee for periods less than a full week will result in a reduction of one paid family leave day for every day of paid vacation time, sick leave, or other leave. The maximum reduction of paid family leave days is fourteen (14) days from the total six (6) weeks of paid family leave entitlement.

- 1) **Maintenance of Benefits.** While the employee is on paid family leave, the Borough will maintain its contributions to the employee's health insurance under the same terms as the plan in effect at the time the request is made, for a covered period of up to six (6) weeks, if the employee is enrolled in the Borough's health care plan at the time the request for leave is made. If applicable, the employee will be responsible for making timely payment to the Borough of his or her share of the premium cost.
- 2) **Accrual of Paid Time Off:** Vacation, personal leave, sick days, and any other paid time-off does not accrue during any period of unpaid leave.
- 3) **Return to Work.** Except for employees in key positions as defined by the law (see below), upon the employee's return to work, an employee taking an approved leave under this policy will be restored to the same or an equivalent position as held prior to the leave, with equivalent pay and benefits (unless the employee is unable to perform the essential functions of that position, with or without reasonable accommodation). In order to be restored to the same or an equivalent position, the employee must return from leave on the agreed-upon date.

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- 4) **Key Employee Exception:** The Borough may deny job restoration to certain highly compensated "key" employees. The Borough will endeavor to advise employees of their status as a "key" employee at the time they request leave. However, if the Borough deems it necessary to deny job restoration to a key employee who is already out on leave, the Borough will inform the employee of its intention to so designate the employee and will offer the employee the opportunity to return to work immediately.

**Intermittent Leave Schedule and Notice to the Borough.** An employee taking paid family leave in connection with a Family Member's Serious Health Condition may take the leave intermittently as forty-two (42) separate days of leave. An employee seeking intermittent paid family leave for a Family Member's Serious Health Condition is required to provide employers with fifteen (15) days notice unless: (1) an emergency or other unforeseen circumstance precludes prior notice; and (2) the employee makes a reasonable attempt to schedule the leave in a nondisruptive manner.

**Procedure.**

- 1) **Notice.** An employee intending to take paid family leave shall submit a written request, accompanied by medical certification if the leave is for a Family Member's Serious Health Condition, to his/her Department Head. Using N.J.A.C. 12:21-3.7 as a guide, the following notification timeline should be followed when requesting paid family leave:
- **Birth or Adoption of a Child:** An employee intending to take leave to bond with a newborn or newly adopted Child must provide the Borough with a minimum of thirty (30) days notice prior to commencement of the family leave. Failure by the employee to provide this notice will result in a 2 week (14 day) reduction in the claimant's maximum six (6) weeks leave for the twelve (12) month period, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
  - **Serious Health Condition – Continuous Leave:** An employee intending to take leave to care for a Family Member with a Serious Health Condition on a continuous, non-intermittent basis must provide the employer with prior notice of the family leave in a reasonable and practicable manner, unless an emergency or other unforeseen circumstance precludes prior notice.
  - **Serious Health Condition – Intermittent Leave:** An employee intending to take leave to care for Family Member with a Serious Health Condition on an intermittent basis must provide the employer with a minimum of fifteen (15) days notice prior to the commencement of the intermittent family leave, unless an emergency or other unforeseen circumstance precludes prior notice.
- 2) **Medical Certification.** Medical certification of the need for paid family leave is required where the leave is due the Serious Health Condition of a Family Member. The

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Borough will provide the employee with the appropriate medical certification form to be completed by the Health Care Provider of the employee's child, spouse, or parent. The certification must include: (1) the date the Serious Health condition commenced; (2) the probable duration of the condition; (3) the medical facts within the knowledge of the provider of the certification; (4) a statement concerning the need for the employee to provide care for the individual; (5) an estimate of the time the employee will need to provide care; (6) a statement of the medical necessity of any intermittent leave; and (7) the dates of any future intermittent leave.

The Borough may also require subsequent re-certifications on a reasonable basis. Failure to comply with the certification requirements may result in the delay or denial of family or medical leave. If the Borough has reason to doubt the validity of the medical certification provided by the employee, the Borough may require a second medical certification, at the Borough's expense. Such certification will be completed by the Health Care Provider of the Borough's choice, but not by a Health Care Provider who is regularly used, or under contract with, the Borough. If the second opinion differs from the opinion in the original certification, the Borough may require, at its own expense, that the employee obtain the opinion of a third Health Care Provider designated or approved jointly by the employer and the employee concerning the information in the certification. The opinion of the third Health Care Provider shall be final and binding on the Borough and the employee.

**J. PREGNANCY DISABILITY AND CHILD-CARE LEAVE**

An employee may use accrued sick or vacation leave for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay.

An employee must exhaust all accrued sick leave to be eligible for private disability through CIGNA Insurance.