

Executed Agreement
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AGREEMENT BETWEEN
THE BOROUGH OF FORT LEE
AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC., PBA LOCAL NO. 245

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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AGREEMENT

THIS AGREEMENT, made this April _____, 2023, 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 timeregular 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.

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.

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.

ARTICLE VI
MEDICAL BENEFITS

1. The members of the PBA will be covered by the Direct Access Plan. 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. 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.

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 a quarter (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 (1½) times the straight base hourly rate.

4. Other Divisions of the Fort Lee Police Department shall continue to work their (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 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.

ARTICLE IX **VACATIONS**

1. Each full time Employee shall be entitled to the following vacation schedule:
 - a. First Year - One (1) working day per full month of service.
 - b. From One (1) Year to Sixty (60) Months - Fourteen (14) working days.
 - c. From Sixty-One (61) Months to One Hundred Twenty (120) Months - Sixteen (16) working days.
 - d. From One Hundred Twenty-One (121) Months to One Hundred Eighty (180) Months - Twenty (20) working days.
 - e. 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.

ARTICLE XI
SICK LEAVE PAYMENT AT RETIRMENT

1. The Borough agrees to pay, upon voluntary retirement or resignation of any Employee, an amount equal to one-half (1/2) 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 following Wage Schedule:

BOROUGH OF FORT LEE					
POLICE WAGE SCHEDULE					
EMPLOYEES HIRED BEFORE JANUARY 1, 2012					
	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25
1 st Grade	\$137,662	\$140,416	\$143,224	\$146,088	\$149,010
Sergeant	\$151,427	\$154,456	\$157,545	\$160,696	\$163,910
Lieutenant	\$166,572	\$169,904	\$173,302	\$176,768	\$180,303
Captain	\$183,227	\$186,891	\$190,629	\$194,442	\$198,330
BOROUGH OF FORT LEE					
POLICE WAGE SCHEDULE					
EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2012					
	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25
Academy	\$39,008	\$39,788	\$40,584	\$41,395	\$42,223
9 th Grade	\$49,969	\$50,968	\$51,988	\$53,027	\$54,088
8 th Grade	\$60,931	\$62,149	\$63,392	\$64,660	\$65,953
7 th Grade	\$71,892	\$73,329	\$74,796	\$76,292	\$77,818
6 th Grade	\$82,854	\$84,511	\$86,201	\$87,925	\$89,683
5 th Grade	\$93,815	\$95,691	\$97,605	\$99,557	\$101,548
4 th Grade	\$104,777	\$106,873	\$109,010	\$111,191	\$113,414
3 rd Grade	\$115,738	\$118,053	\$120,414	\$122,822	\$125,279
2 nd Grade	\$126,700	\$129,234	\$131,819	\$134,455	\$137,145
1 st Grade	\$137,661	\$140,414	\$143,223	\$146,087	\$149,009
Sergeant	\$151,427	\$154,456	\$157,545	\$160,696	\$163,910
Lieutenant	\$166,572	\$169,904	\$173,302	\$176,768	\$180,303
Captain	\$183,227	\$186,891	\$190,629	\$194,442	\$198,330

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 (1½). 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 (1½).

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

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.

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 (9th) Grade).

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.

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.

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.

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 PensionPlans 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.

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.

Effective 2012 and thereafter, the annual 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.

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.

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 whoshall 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.

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.

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.

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.

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.

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.

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

Guardare 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. A gym area shall be provided and properly equipped. The Borough shall not be obligated to pay for physical fitness clubs or other physical fitness expenses of the Officers.

ARTICLE XXXIII
K-9 OFFICERS

1. While on duty, K-9 Officers will be compensated at the same rate of pay and be governed by the same rules and terms and conditions of employment as other PBA members except to the extent enumerated in this Article.

2. All K-9 Officers will be compensated at a rate of eight dollars (\$8.00) per hour for all time spent outside of scheduled tour of duty providing home training, care and maintenance for and to the dog assigned to that Officer by the Borough. This shall be referred to as the "K-9 Hourly Rate". Compensation for off-duty time to provide for the training, care and maintenance of the assigned K-9 shall be limited to one (1) hour per day, seven (7) days per week, unless the Chief of Police or his/her designee give prior written approval to the K-9 Officer for some greater period of time.

3. The K-9 Hourly Rate shall be provided in the form of a stipend and shall be payable with the Borough's now or future periodic pay check schedule, by Borough check. Alternatively, at each K-9 Officer's sole election, indicated annually to the Chief of Police in a signed and dated writing, delivered each succeeding January, said stipend compensation may be paid as "compensatory time." The amount of compensatory time attributable to said stipend compensation shall be equal to one-quarter (1/4) an hour of compensatory time in lieu of the payment of the K-

9 Hourly Rate.

4. All K-9 Officer must complete, certify as true and correct and submit the K-9 time sheets to the Chief of Police or his/her 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 that given period until and unless such time sheets are correctly submitted.

5. The work schedule for 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/her designee, at his/her sole discretion, may modify shift assignments, with 48 hours' notice to the K-9 Officers 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/her designee determine do not require K-9 dogs and officers.

6. K-9 Officers who are called back to duty in an unscheduled work period shall be compensated with a minimum of four (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 four (4) hours, he or she shall be paid in accordance with this Agreement. 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.

7. 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.

8. The Borough may, at its sole option, designate vendors which shall be the sole and exclusive suppliers of designated goods, services and equipment for the K-9 Officer and/or their assigned dogs. Notwithstanding, 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.

9. K-9 Officers shall receive the same uniform allowance afforded to all other PBA members.

10. 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.

11. 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.

12. 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.

ARTICLE XXXIV
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.

ARTICLE XXXV
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, 2025, 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

This Article is subject to the ruling in Janus v. American Federation of State, County, and Municipal Employees, Council 31, 851 F.3d 746 (7th Cir. 2017), cert. granted, 138 S. Ct.54 (2017) rev'd 138 S. Ct. 2448 (2018).

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.

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.

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.

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.

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.

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.

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.

ARTICLE XLV
TERM OF THE AGREEMENT

This Agreement shall be in effect from January 1, 2021 through December 31, 2025.

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: Mayanne Leodori

ATTEST: J. Gallo

BOROUGH OF FORT LEE

Mark J. Sokolich
Mayor Mark J. Sokolich

FORT LEE PBA LOCAL NO. 245

W. K.