

AGREEMENT BETWEEN

Borough of Essex Fells

And

West Essex PBA Local #81

JANUARY 1, 2018 – DECEMBER 31, 2021

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Borough of Essex Fells & West Essex PBA Local 81

PREAMBLE

This AGREEMENT, made and entered into at Essex Fells, NJ this _____ of August 2018 by and between the BOROUGH OF ESSEX FELLS, in the County of Essex, hereinafter referred to as the "Borough" and the WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 81, hereafter referred to as the "P.B.A."

WITNESSETH

WHEREAS, the Borough and the P.B.A. recognize and declare that providing quality police protection for the Borough is their mutual aim, and;

WHEREAS, the Borough Council and the Borough Administration retain the basic decision-making powers over fiscal and management questions and;

WHEREAS, the Borough has an obligation to negotiate with the P.B.A. as the representative of the employees, hereinafter designated with respect to the terms and conditions of employment and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, it is agreed as follows:

ARTICLE I RECOGNITION

1. The Borough hereby recognizes the P.B.A. Local No. 81, as the exclusive bargaining representative with respect to rate of pay, hours, and other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants and Lieutenants, but excluding the Chief of Police, Captain and all other Employees of the Borough of Essex Fells.
2. Agency Shop- The Borough agrees to deduct the dues of members of the Local from wages due to those members in accordance with a certification provided to the Borough by the Local setting forth the amount of dues and the names of the members of the Local. The Local will provide the necessary check-off authorization form to the Borough.

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The Borough agrees, pursuant to the provision of NJSA 34:12A-5.5, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Local in an amount equivalent to maximum of eight-five (85%) percent of the regular membership dues charged by the Local to its own members.

The Local shall indemnify, defend and save harmless the Borough from any cause of action claims, loss of damages incurred as a result of this Article.

ARTICLE II WAGES

Salary increases over the previous year shall be as follows:

2018 – 2.0%
2019 – 2.0%
2020 – 2.0%
2021 – 2.0%

Increases shall be effective January 1 each year. The salary schedule for all officers is set forth on Exhibit A to this Agreement which is made a part hereof.

ARTICLE III LONGEVITY

1. Each employee covered by this Agreement shall receive, in addition to base salary, a longevity payment as follows:

Period of Continuous Uninterrupted Service

Less than 5 years	NONE
5 through 10 years	2% of base pay
11 through 15 years	4% of base pay
16 through 20 years	6% of base pay
21 through 24 years	8% of base pay
More than 24 years	11% of base pay

2. The longevity payment due shall be calculated from the employee's anniversary date of employment.

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**ARTICLE IV
HOURS OF WORK AND OVERTIME**

1. The regular work period, starting on a Monday, shall consist of seven (7) twelve (12) hour days of work and seven (7) days off over the fourteen (14) day work cycle as permitted and consistent with Title 29 Sec. 207 (k). The normal work schedule is defined as a repeating cycle of the following arrangement:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
OFF	OFF	WORK	WORK	OFF	OFF	OFF
WORK	WORK	OFF	OFF	WORK	WORK	WORK

This schedule remains a management prerogative and may be changed by the Borough with just cause. The Chief or his designee has the ability to fill manpower requirements as needed.

2. All regular police duty work authorized to be performed in excess of the eighty-six (86) hour work period within a two (2) week work cycle or in excess of the twelve (12) hour shift or in addition to a twelve (12) hour shift or regular police duty work scheduled during days off shall be paid in cash payments at time and one-half the regular straight time hourly rate. In lieu of cash payment, an officer may opt to be compensated with time off at a rate of time and one-half up to a maximum accumulation of seventy-two (72) hours. The scheduling of this time off shall be governed by the same rules as section 5 under this article (IV).

Overtime shall not be paid for work performed beyond the regularly scheduled work tour or workweek for any of the following reasons:

- A. Signing of complaints where a complaint has been improperly completed or requires only a signature
- B. Uniform fittings
- C. Medical examinations
- D. Contract negotiations
- E. Grievance procedures

The foregoing five items are meant to be representative of but not all-inclusive.

Insofar as possible, based on the operational requirements of the department, the Chief of Police shall provide for a fair and equal system of overtime allocation.

However, in the event of operational necessity, as determined by the Chief of Police, employees covered by this Agreement shall accept overtime assignments.

3. All court time, other than when an officer is on regular duty, shall be payable in cash or compensatory time, at the officer's choice, at time and one-half the regular hourly rate with a two (2) hour minimum guarantee.
4. Compensatory Time Off – Payment, in the form of time off at the rate of one and one-half (1 ½) times actual hours worked, shall be made for "Police Related Work". Police Related Work shall include but not be limited to the following activities not conducted during an officer's normally scheduled shift: meetings of the department; attendance at seminars; conferences on police work; and qualifications on the pistol range. In the event a question arises concerning whether a particular activity falls within the definition of Police Related Work, past practice shall govern.
5. (a) Officers shall be permitted to take time off under this Article at such reasonable times as they may desire, provided: 1) they make written application for time off at least five (5) work days in advance and 2) the reasonable scheduling needs of the Police Department, as determined by the Chief of Police, do not conflict with the granting of time off.

(b) Officers shall be permitted to accumulate time off under this Article, up to a maximum of seventy-two (72) straight-time hours. Once an officer accumulates one (1) or more tours in excess of his permitted accumulation, such officer must request tours off with thirty (30) days so as to reduce his accumulation of time off to seventy-two (72) hours or less.

(c) A record of each officer's time accumulated under this Section shall be kept on a bulletin board and additions or subtractions from an officer's time record shall be posted at least once each month.

(d) In the event an officer requests tours off under Section (b) above, but is not permitted to take such tours because of scheduling conflicts, then the application of the Section shall be subject to the Grievance Procedure of this Agreement.
6. Except for court time, any employee required to return to work after completion of his regular shift, and prior to the start of his next scheduled shift, shall be guaranteed four (4) hours at the overtime rate.

It is understood that this four-hour minimum does not apply if the call-back extends to the employee's regular starting time. For example, if an employee is due to work at 7a.m. and is called in at 5 a.m., the period from 5 to 7 a.m. will

result in three (3) hours of overtime (i.e., two hours at time and one-half) and not six hours (i.e., four-hour minimum at time and one-half).

7. The provisions of this article governing overtime shall not apply when employees voluntarily switch schedules, which may be done after securing approval of the Chief of Police.

8. Special Compensatory Time Off – The work schedule in section 1 above produces approximately one hundred ten (110) hours of scheduled work per year over and above the typical 40-hour work-week, which shall be taken as special compensatory time.

Employees who are out on worker's compensation, disability, or otherwise administratively relieved of duty shall be placed on a five (5) on, two (2) off, eight (8) hour work schedule.

After the fifth (5th) consecutive regular shift where the employee has been out sick the employee shall revert to a five (5) on, two (2) off, eight (8) hour work schedule.

Forty-eight (48) hours of the Special Compensatory Time shall be time off scheduled by the Borough and shall be referred to as a "Drop Day".

Requests for the utilization of the balance of the Special Compensatory Time shall be scheduled as mutually agreed to by the employee and the Chief of Police or his designee. This time shall only be scheduled when it does not result in a short shift requiring overtime, except in instances when an officer is working on a short squad.

The Borough reserves the right to temporarily change an employee's schedule with five (5) days notice, to cover a short shift caused by the use of Special Compensatory Time off.

When the Special Compensatory Time is approved and placed on the schedule, the time cannot be canceled for sick leave, except in the event of an emergency as declared by the Chief of Police.

For the purposes of this clause, when an employee is temporarily switched out of a full squad at the request of the Borough to fill manpower shortage in another squad, the squad that remains shall be considered a short squad.

A mid-year and third quarter review will take place by the Chief of Police or his designee to monitor the schedule and the usage of the Special Compensatory Time. On or about September 1, the Chief of Police or his designee will identify Special Compensatory Time that needs to be taken. The employee will be notified in writing of the identified

time that needs to be taken. The employee will have two (2) calendar weeks to submit a plan to the Chief of Police detailing the usage of the Special Compensatory Time.

The Borough reserves the right to schedule the balance of the Special Compensatory Time off on behalf of any officer who makes no attempt to utilize the remaining balance of Special Compensatory Time.

ARTICLE V HEALTH AND INSURANCE BENEFITS

1. The Borough shall provide enrollment in the State Health Benefits Program for all permanent employees covered by the Agreement who have been on the payroll for at least two months at the beginning of the third month of employment on the same basis as has been done heretofore. The Borough shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

2. The Borough shall pay for full cost of the health benefits program for the employee and his family unless the employee elects to be covered by another plan.

3. The Borough shall provide each permanent employee with the following additional benefits:

- a. Additional life insurance of \$3,000.00
- b. False arrest insurance

The Borough shall provide each presently employed employee with a description of his health and insurance benefits.

4. The Borough will continue to provide State Health Benefits coverage for retired members of the unit and their dependents, but not including survivors, for a retiree who has retired after 25 years or more of service, for a period of four years after retirement or until such retiree has available similar health and medical coverage in other employment, or becomes eligible for Medicare, whichever occurs first.

5. The Borough shall provide a fully funded dental insurance program for all permanent uniformed employees of the Police Department and their dependents as defined by the company. The Borough shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided. As of March 1, 2007, the Borough shall no longer provide employees and their dependents with dental insurance.

6. Employees who have proven alternate coverage and choose to forego participation in the Borough-provided health insurance coverage will receive an annual lump sum payment equal to 25% of their eligible medical plan up to a maximum of \$4,000 per year.

ARTICLE VI VACATIONS

1. A vacation period with full pay shall be provided for every full-time Uniformed employee of the Police Department. The annual vacation credits shall be fixed and determined as of January 1st of each year. In the event an officer's anniversary date falls on a date other than January 1st and entitles him/her to an increased amount of annual vacation leave, said increase shall be credited to him/her in advance on January 1st of said calendar year. Each employee shall be permitted to carry over unused vacation from year to year and otherwise maintain a maximum balance of 300 vacation hours prior to receiving his/her annual allotment on January 1st of each year. Any vacation hours over 300 must be used prior to January 1st of the following year. Example one: An employee has a vacation bank of 300 hours on January 1, 2018. The employee is allocated his/her 160 hours on January 1, 2018. The employee now has a vacation bank 460 hours. As of January 1, 2019, the employee must use 160 hours to bring his/her vacation balance down to 300 hours prior to receiving his/her 2019 vacation allotment on January 1, 2019. Example two: An employee has a vacation bank of 250 hours on January 1, 2018. The employee is allotted his/her 160 hours vacation on January 1, 2018. The employee now has a vacation balance of 410 hours. As of January 1, 2019, the employee must use 110 hours to bring his/her balance down to 300 hours prior to receiving his/her 2019 vacation allotment on January 1, 2019.

In the event the Employee covered by this contract seeks to use earned vacation in a timely fashion and is not able to do so because of events or circumstances beyond the Employee's control then such vacation entitlement shall be extended into the first quarter of succeeding as above defined. If the Employee does not utilize said vacation time in said time frame then the Employee shall have the right to unilaterally designate days of use for each carried over vacation time within said first quarter. Under no circumstance shall this Article result in a forfeiture of earned time.

<u>Length of Service</u>	<u>Vacation Credits</u>
0 to 1 year	8 hours for each month of service (max. of 80 hours)
1 through 5 years	104 hours
Through 6 years	120 hours
Through 7 years	136 hours
Through 8 years	144 hours
9 through 12 years	152 hours

13 through 14 years	160 hours
15 through 18 years	184 hours
19 years and thereafter	200 hours

3. The scheduling of vacation days shall be at the discretion of the Chief of Police.
4. Subject to review and approval of the Chief of Police or his designee, up to two (2) tours per year of the paid vacation time in the above schedule may be taken by each employee to attend to personal matters. This is an annual privilege and leave not utilized in one-year will not carryover the following or subsequent years.
5. Employees must give the Chief of Police, or his designee, as much advance notice as possible but in no case less than five (5) calendar days notice when requesting the use of vacation leave in this way unless it is an emergency situation which could not have been reasonably foreseen. Leave time under this policy shall be granted only in full-tour units.
6. The parties agree that utilization of vacation leave in this fashion will be permitted as long as the Borough has adequate personnel on hand to perform all necessary functions. The Borough shall not be obligated to incur overtime expenditures to implement this discretionary vacation leave provision but understands that this may occasionally occur in the course of administering this provision.
7. The Borough agrees that the incurring of overtime will not be the sole factor to deny a request to use a vacation day in this manner.
8. Upon an officer's award of any PFRS retirement, he/she shall be entitled to either; (1) be placed on terminal leave with full pay and benefits until all of his/her accrued and unused vacation leave is exhausted; or (2) receive cash payment at his/her rate of pay in effect immediately prior to his/her retirement in an amount equal to 50% of said leave to a maximum of 150 hours. That is, if an officer has accumulated 400 hours at the time of his retirement, said officer may elect to either; (1) remain on the payroll until the 400 hours are exhausted; or (2) receive a lump sum cash payout of maximum of 150 hours.
9. Upon an officer's termination of employment for any reason other than PFRS retirement, he/she will be compensated an amount equal to 50% of remaining vacation leave to a maximum cash payment of 150 hours.

ARTICLE VII HOLIDAYS

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1. Each full-time uniformed employee of the Police Department shall be entitled to payment equal to one hundred four (104) hours, whether he does or does not perform duty on any of the following holidays:

New Year's Day	Good Friday	Columbus Day
ML King's Birthday	Memorial Day	Gen. Election Day
Lincoln's Birthday	Fourth of July	Veteran's Day
President's Day	Labor Day	Thanksgiving
		Christmas

2. This payment shall be in two (2) equal installments on or before July 5 and on or before December 15 of each year based upon the employee's regular rate of pay.

3. Each full-time uniformed employee of the department shall be permitted, in lieu of being paid for a given holiday, to take a day off subject to the approval of the Chief of Police, based upon the department's scheduling and manpower requirements, provided such request is made to the Chief of Police thirty (30) days prior to the subject holiday.

4. Commencing January 1, 2007, the current method for paying the holiday pay benefit shall be phased out and holiday pay shall be paid on a regular basis along with regular payroll as follows:

- a) January 1, 2007, three (3) holidays will be eliminated from the following schedule and paid along with the regular payroll and the balance of ten (10) holidays will be compensated as otherwise set forth in this article;
- b) January 1, 2008, an additional five (5) holiday (for a total of 8) will be eliminated from the foregoing schedule and paid along with the regular payroll and the balance of five (5) holidays will be compensated as otherwise set forth in this article;
- c) January 1, 2009, the remaining five (5) holidays (for a total of 13) will be eliminated and paid along with the regular payroll and thus officers shall not be entitled to any holiday pay or days off under this article after this date. This means that as of January 1, 2009 if an officer wants to take a day off on a day designated as a holiday above, he/she must use his/her accrued vacation or compensatory time to do so. The Police Chief or his/her designee shall have the sole discretion to grant the use of said vacation or compensatory leave on these days.
- d) The holiday pay being phased into regular pay under this section shall not be used in calculating an officer's longevity pay or overtime rate.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is any alleged violation of this Agreement or any dispute with respect to the Agreement's meaning or application.

Section 2: Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement.

Section 3: P.B.A. Representative

The Borough will recognize a representative designated by the P.B.A. as the grievance representative of the bargaining unit having the duties and responsibilities established by this article. The P.B.A. shall notify the Borough in writing the name of such P.B.A. representative.

Section 4: Procedure

Grievances shall be resolved in conformance with the following procedure:

Step 1 – An aggrieved party shall attempt to resolve the grievance informally through the chain of command to the Chief of Police. If an aggrieved party is not able to resolve his/her grievance informally and he/she wishes to pursue his grievance, he/she must file a written grievance within seven (7) working days of the date of the occurrence of the facts which gave rise to the grievance with the Chief of Police, setting forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated and the remedy requested.

A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the P.B.A.'s designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after holding such meeting.

Any grievance not appealed in writing to Step 2 by the employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

Step 2 – If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, the matter may be referred in writing by the P.B.A. and/or aggrieved party to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which time a representative of the P.B.A. may be present. Said meeting shall not be public unless the parties agree in writing.

The Borough Administrator shall render a final written decision within seven (7) working days of the date of the meeting. Any grievance not appealed in writing to Step 3 by the employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

Step 3 – If an aggrieved party is not satisfied with the disposition of the grievance at Step 2, the matter may be referred by the P.B.A. or its designated representative to the Police Committee of the Borough Council. A meeting on the grievance shall be held between the P.B.A. and the Police Committee at which meeting the parties may be represented. Said meeting shall not be public unless the parties agree in writing.

The Police Committee shall render a final written decision within seven (7) working days of the date of the meeting. Any grievance not appealed in writing to Step 4 by the employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

Step 4 – If an employee remains aggrieved at the completion of the aforementioned procedures; the P.B.A. may, within ten (10) days of receipt of written decision of the Police Committee of the Borough Council, request arbitration of the grievance. The arbitrator shall be selected by the parties from a panel of proposed arbitrators pursuant to the normal procedures adopted by the Public Employment Relations Commission.

If the appeal to arbitration is not taken by the P.B.A. within the aforementioned period, the denial by the Police Committee will be final and binding. Arbitration costs are to be shared equally; all other expenses arising out of the arbitration shall be paid by the party incurring them. The arbitrator's award will be binding upon the parties.

Section 5 – Time Limits

The time limits specified in the Grievance Procedures shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 6 – Representation

Any employee may be represented at all stages of the Grievance Procedure by himself/herself, or at his/her option the P.B.A. and/or its attorney.

ARTICLE IX MANAGEMENT RIGHTS

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It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the Borough's business to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Borough unless otherwise specifically restricted by this Agreement and/or provisions of N.J.S.A 34:13A-1, et. sec.

These rights shall include, but shall not be limited to, the right to:

- (a) Direct the employees;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause

ARTICLE X NO STRIKE PLEDGE

During the terms of this Agreement, there will be no strike, work stoppage, slowdown or refusal to cross a picket line. Any Employee who violates the foregoing provisions may be discharged or disciplined by the Borough.

ARTICLE XI DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees into membership. Neither the Borough nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XII SICK LEAVE

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1. The Borough shall continue the present practice for sick leave payments as it relates to employees of the Police Department.
2. Any employee absent due to illness or injury which results in the employee's inability to perform his work shall give reasonable notice to the Chief of Police.
3. Any employee absent from work for three (3) consecutive days or more may be requested to submit a doctor's certificate to the Chief of Police describing the illness or injury causing the employee's inability to work, the medical treatment provided (including whether the subject treatment will impair the employee's ability to perform his regular duties in potentially hazardous situations) and when the employee will be able to return to regular police duty.
4. If an Employee is absent for more than eighty (80) work hours in any calendar month, the Chief of Police at his/her discretion may request periodic doctor's certificates.
5. In the best interest of the employee and the Police Department, the Chief of Police may require a physical examination of an employee by a doctor of the Borough's choosing at the Borough's expense.

ARTICLE XIII LEAVES OF ABSENCE

Bereavement Leave

1. In the event of death in an employee's immediate family, time off shall be given from the day of death until the next scheduled workday after the funeral, not to exceed three (3) working days.
2. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild or any relative living in the household of the employee.
3. Verification of the event may be required by the Borough.

ARTICLE XIV

ACCRUAL AND PAYMENT OF BENEFITS

1. The accrual of special compensatory time resulting from the 12-hour shifts will be suspended for those periods when an employee covered by this agreement is not actively on the work schedule whether being paid or not.
2. The accrual of paid time-off benefits (i.e., vacation time) and monetary benefits (holiday pay, uniform allowance) will be suspended when an employee covered by this Agreement is not on the active payroll.
3. "Not on the active payroll" is defined as disability/illness leave, a military leave of absence without pay and any other unpaid leave of absence.
4. Upon return to the active payroll, the employee will resume accruing the paid time-off and monetary benefits mentioned in Section 2 above.
5. When an employee files and receives an award for periodic worker's compensation benefits, the employee is not considered to be on a leave of absence for illness of for any other reason.

ARTICLE XV SENIORITY

A. Purpose

1. "Seniority" shall mean on officer's length of continuous service with the Borough as a police officer.
2. Officers hereunder shall be governed by seniority for purposes of transfer, layoff, recall from layoff and scheduling of vacations.

B. Layoffs

1. In the event of a layoff, seniority shall be determined as follows:
 - (a) within rank
 - (b) by police department
2. When a layoff occurs, the least senior officer in the rank affected shall be laid off first. In the event such officer is more senior than an officer in a lower rank, he shall be permitted to bump the less senior officer in the lower rank so that the layoff shall result in the layoff of the least senior officer in the police department.
3. When any regular officer is laid off, the Borough shall not hire a

replacement officer but shall be permitted to use special auxiliary police officers for emergency or any normal purpose.

C. Recall

1. Officers on layoff status shall be recalled in the inverse order of layoff.
2. In the event of a recall, the Borough shall serve written notice by certified mail, return receipt requested, upon the P.B.A. and the officer affected, directing such officer to report back to work within five (5) work days after receipt.
3. The provisions of the section shall be available to an officer only for a three-year period after the date of his/her layoff.

D. Seniority

Seniority shall be broken only under the following circumstances:

1. Voluntary termination
2. Termination for justifiable cause, or
3. Failure to report back to work within five (5) work days of the receipt of the notification of recall

E. All promotions shall be based on merit.

**ARTICLE XVI
GENERAL AND MISCELLANEOUS**

Section A: Uniforms and Equipment

1. Effective January 1, 2018, each officer's replacement and uniform allowance shall be absorbed into the parties' salary guide, which is attached hereto as Exhibit A.
2. The Chief of Police shall designate all uniforms and equipment to be worn by members of the Police Department.
3. All uniforms and equipment shall be purchased only at vendors approved by the Borough.
4. All employees who appear for duty improperly attired and without all required equipment as designated by the Chief of Police shall be dismissed from duty without pay until they are in full compliance.

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5. Any uniform item damaged in the line of duty which is not repairable will be replaced by the Borough.

Section B: Mileage Allowance

When an employee is required to use his private vehicle for Borough business, he will be paid a mileage allowance equivalent to the rate established by the State of New Jersey.

ARTICLE XVII PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the department may review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative. Such inspections shall be noted in the employee's file.

This inspection shall take place in a private place provided by the Borough. The Borough may require that such inspection and examination take place in the presence of the Chief of Police or his/her designee and the employee may, at his option, have a third party present during such inspections.

Whenever a written complaint concerning an officer or his/her actions is to be placed in his/her personnel file, the employee shall be notified and shall be given the opportunity to rebut it. The officer shall be permitted to place such rebuttal in his file within five (5) calendar days of reviewing the complaint. When the employee reviews the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint including the identity of the complainant.

All personnel files shall be carefully maintained and safeguarded. Nothing placed in any file shall be removed unless jointly approved by the employee and the Chief of Police. Unilateral removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

Prompt access to personnel files will not be unreasonably denied. Every effort shall be made to permit access to personnel files within seven (7) calendar days of the request of the Chief of Police.

ARTICLE XVIII

LEGAL AID

1. In accordance with N.J.S.A 40A:14-155, the Borough will provide legal aid to all covered employees at the result of suits or other legal proceedings instituted against them which arise from incidents in the line of duty, but excluding disciplinary or criminal proceedings instituted against employees by the Borough or law enforcement agencies.
2. The Borough will continue to provide existing insurance coverage to employees covered by this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.
3. The parties agree that any proper and responsible action taken by a member of the police force on his time off, where 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. The employee shall have all of the rights and benefits concerning such action as if he were then on active duty.
4. The parties further agree that in accordance with N.J.S.A.2A:62-1 ("Good Samaritan Act"), employees who render first aid while off duty shall not be liable for any civil damages a result of any acts or omissions by such person in rendering the emergency care.
5. In all circumstances, the employee shall promptly report such actions to the officer in charge at police headquarters.

ARTICLE XIX SEPARABILITY AND SAVINGS

1. The Borough and the P.B.A. recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries and so forth. Therefore, salary or wage increases or other economics changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1983 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.
2. In the event that provisions of this Agreement shall, at any time be declared invalid by Legislative Act or any Court of competent jurisdiction, or through governmental regulation or decree, such decisions shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

**ARTICLE XX
DURATION**

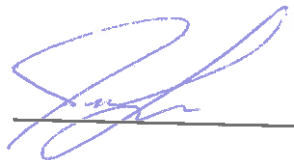
This Agreement shall become effective January 1, 2018, and continue through December 31, 2021, and thereafter until either party serves written notice at least sixty (60) days prior to its termination or its desire to modify or terminate this Agreement.

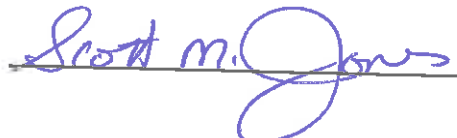
Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless mutually agreed to extend the number of days.

If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81

BY  2/14/19

BY  2/14/19

BY  2/14/19

BY _____

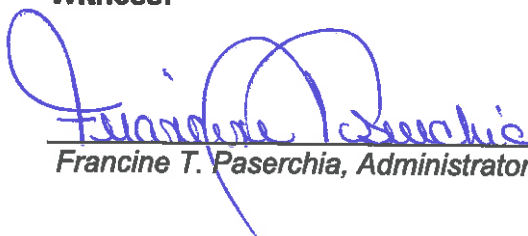
BOROUGH OF ESSEX FELLS

BY



Edward A. Davis, Mayor

Witness:



Francine T. Paserchia, Administrator/Borough Clerk



SALARY GUIDE

EXHIBIT A

		UNIFORM	2%	\$900	2%	2%	2%
		2017 ALLOWANCE	2018	2019	2020	2021	
PATROLMAN HIRED BEFORE 1/1/2015							
PROBATION	\$46,399.00	\$47,299.00	\$48,244.98	\$49,209.88	\$50,194.08	\$51,197.96	
STEP 1 - SECOND YEAR OF SERVICE	\$54,315.83	\$55,215.83	\$56,320.15	\$57,446.55	\$58,595.48	\$59,767.39	
STEP 2 - THIRD YEAR OF SERVICE	\$62,232.65	\$63,132.65	\$64,395.30	\$65,683.21	\$66,996.87	\$68,336.81	
STEP 3 - FOURTH YEAR OF SERVICE	\$70,149.48	\$71,049.48	\$72,470.47	\$73,919.88	\$75,398.28	\$76,906.24	
STEP 4 - FIFTH YEAR OF SERVICE	\$78,066.31	\$78,966.31	\$80,545.64	\$82,156.55	\$83,799.68	\$85,475.67	
STEP 5 - SIXTH YEAR OF SERVICE	\$85,983.14	\$86,883.14	\$88,620.80	\$90,393.22	\$92,201.08	\$94,045.10	
STEP 6 - SEVENTH YEAR OF SERVICE	\$93,899.97	\$94,799.97	\$96,695.97	\$98,629.89	\$100,602.49	\$102,614.54	
STEP 7 - EIGHTH YEAR OF SERVICE	\$101,813.32	\$102,713.32	\$104,767.59	\$106,862.94	\$109,000.20	\$111,180.20	
PATROLMAN HIRED ON OR AFTER 1/1/2015							
ACADEMY PAY - FIRST YEAR OF SERVICE	\$41,095.80	\$41,995.80	\$42,835.72	\$43,692.43	\$44,566.28	\$45,457.60	
PROBATION - SECOND YEAR OF SERVICE	\$46,399.00	\$47,299.00	\$48,244.98	\$49,209.88	\$50,194.08	\$51,197.96	
STEP 1 - THIRD YEAR OF SERVICE	\$54,315.83	\$55,215.83	\$56,320.15	\$57,466.55	\$58,595.48	\$59,767.39	
STEP 2 - FOURTH YEAR OF SERVICE	\$62,232.65	\$63,132.65	\$64,395.30	\$65,683.21	\$66,996.87	\$68,336.81	
STEP 3 - FIFTH YEAR OF SERVICE	\$70,149.48	\$71,049.48	\$72,470.47	\$73,919.88	\$75,398.28	\$76,906.24	
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STEP 6 - EIGHTH YEAR OF SERVICE	\$93,899.97	\$94,799.97	\$96,695.97	\$98,629.89	\$100,602.49	\$102,614.54	
STEP 7 - NINTH YEAR AND THEREAFTER	\$101,813.32	\$102,713.32	\$104,767.59	\$106,862.94	\$109,000.20	\$111,180.20	
SERGEANTS							
FIRST YEAR OF SERVICE	\$108,264.86	\$109,164.86	\$111,348.16	\$113,575.12	\$115,846.62	\$118,163.56	
SECOND YEAR AND THEREAFTER	\$112,071.78	\$112,971.78	\$115,231.22	\$117,535.84	\$119,886.56	\$122,284.29	
LIEUTENANTS							
FIRST YEAR OF SERVICE	\$123,114.75	\$124,014.75	\$126,495.05	\$129,024.95	\$131,605.44	\$134,237.55	
SECOND YEAR AND THEREAFTER	\$126,654.30	\$127,554.30	\$130,105.39	\$132,707.49	\$135,361.64	\$138,068.88	

Zan
SA
smc