

A G R E E M E N T

Between

THE BOROUGH OF HASBROUCK HEIGHTS

and

**THE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 102 (HASBROUCK HEIGHTS UNIT)**

January 1, 2005 through December 31, 2009

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ARTICLE I

PREAMBLE

THIS AGREEMENT, made this 9th day of December, 2004, by and between the **BOROUGH OF HASBROUCK HEIGHTS**, a body politic and corporate of the State of New Jersey hereinafter referred to as "The Employer", and **THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 102 (Hasbrouck Heights Unit)**, hereinafter referred to as the "PBA".

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties

NOW, THEREFORE, it is agreed as follows:

ARTICLE II

ASSOCIATION RECOGNITION

A. The Employer recognizes PBA Local 102 (Hasbrouck Heights Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein. The Chief of Police and the Deputy Chief are specifically excluded from this Contract.

B. The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE III

ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the Association to designate representatives and alternates to act for and in behalf of the Association for the enforcement of this Agreement.

B. The Association shall furnish the Employer in writing the names of such representatives and alternates and notify the Employer of any and all changes in such representatives within forty-eight (48) hours of said change.

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

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
2. The transmission of such message and information which shall originate with, and are authorized by the Association or its Officers.

D. To such extent as may not interfere with the operation of the Department, the designated Association representatives not exceeding five (5) such representatives, shall be granted such time as is reasonably necessary with no loss in regular pay during working hours, to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials, as to such investigations or negotiations during any of the working hours of such Association representative.

ARTICLE IV

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees;
2. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment and to promote and transfer Employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

ARTICLE V

NO-STRIKE PLEDGE

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

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

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

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

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

ARTICLE VI

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that Departmental investigations are conducted on a manner which is conducive to order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other

disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hour for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operation of the Department.

ARTICLE VII

SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be set forth in **Appendix "A"**.

B. The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to January 1, 2005 and any other monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable. Overtime shall be paid at the rate of time and one-half (1 ½) the normal hourly rate.

C. The first pay of each year shall be the second Friday in January.

ARTICLE VIII

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of meal time per day, and, in addition thereto appropriate rest periods.

B. The present work schedule shall be five (5) days of work followed by three (3) days of time off; five (5) days of work followed by two (2) days of time off; followed by five (5) days of work followed by three (3) days of time off and so on. Captains shall work a 5-2 schedule with appropriate compensatory time off pursuant to present practices. However, changes in the Captain's schedule may be made pursuant to present practices.

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

D. Overtime shall be paid by the following rules: It shall be paid as paid overtime compensation [time and one-half (1 ½)] or in Compensatory Time Off [C.T.O.] at the overtime rate [time and one-half (1 ½)]. The Employee shall have the sole option of being compensated with pay or time off.

E. All overtime payments due Employees shall be paid in the pay period immediately subsequent to the pay period during which said overtime was worked. Appropriate overtime vouchers shall be submitted.

F. If an Employee is recalled to duty, he shall receive a minimum guarantee of four (4) hours compensation at one and one-half (1 ½) times the Employee's regular

base rate of pay plus stipends, longevity and shift differential, provided said recall duty is not contiguous with the Employee's normal shift. The Chief or his designee shall have the right to retain the Employee on duty for the minimum time period.

G. Compensatory Time Off [C.T.O.] as is provided under Paragraph D of this Article, shall be entitled by the following rules:

1. Not more than eight (8) hours of C.T.O. shall be taken off in any one (1) five (5) day tour of duty.
2. All C.T.O. shall be used within the same calendar year in which it is earned and if it is not so taken it shall be converted to paid compensation to the Employee by the end of said calendar year. All overtime earned during the month of December shall be compensated as paid compensation. Paid amounts shall be paid as soon as is practicable.
3. C.T.O. time shall only be used on the request of the Employee which request shall be subject to prior approval by the Chief or his designee.
4. C.T.O. requests which have been approved shall not be rescinded for seniority reasons.
5. An Employee may convert hours earned to paid compensation at any time by notification to the Clerk's Office at least seven (7) days prior to pay day. Payment will be issued on that pay day.
6. An Employee must notify the Chief or his designee and receive approval for C.T.O. prior to December 1st or hours earned will be converted to paid compensation.

H. There shall be one (1) annual training day for each Police Officer. The department shall, during the month of January of each year designate three (3) or more training days during said calendar year from which employees will be able to elect a training day. Employees shall select from one of the posted training days within ten

(10) calendar days of the January posting. Compensation for attendance at said training day shall be at time and one-half in compensatory time. Compensatory time shall be controlled under the terms of paragraph **G** above.

ARTICLE IX

HOURLY RATE

A. To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's annual salary plus stipends, longevity and holiday benefits, shall be divided by one thousand nine hundred fifty (1,950) hours.

ARTICLE X

COURT TIME

A. Court time, as referred to in this **Article**, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other courts or Administrative Bodies, pursuant to his duties as a Police Officer.

B. All such required court time shall be considered as overtime and shall be compensated at time and one-half (1 ½).

C. When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this **Article**, such travel time shall be considered and included in the computation of the amount of overtime to which an Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body.

D. The amount of overtime to which an Employee may be entitled under this **Article** shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time.

E. The Court time minimum shall be four (4) hours of overtime compensation. If an officer is called in to appear in Municipal Court on said officer's day off then the officer shall receive a minimum of four (4) hours compensation at the appropriate rate. If an officer is called in to appear in Municipal Court prior to his scheduled shift then said officer shall receive a minimum of three (3) hours compensation at the appropriate rate.

Where an employee's court appearance commences during the employee's regularly scheduled shift but said court appearance is completed after the end of the regular shift, the employee shall be compensated, at the overtime rate, only for the extra duty time actually worked.

ARTICLE XI

PRIORITY FOR OVERTIME

A. Overtime for regularly scheduled shifts and details will be offered to regular full time Employees first, in an order of preference based upon a rotating seniority roster.

B. There may be certain situations in which the Department because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list.

C. While this Agreement contemplates the possibilities noted herein, it is agreed and understood that such bypassed Employees must become next on the seniority list for the purposes of the overtime roster.

D. The purpose of this **Section** is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

E. Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member of the seniority roster aforementioned.

ARTICLE XII

LONGEVITY

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

B. The said payments for longevity shall be paid upon a biweekly basis to the Employees entitled to same.

C. Each respective Employee's longevity entitlement shall be calculated into the formula for computation of hourly rate, overtime rate, and holiday rate.

ARTICLE XIII

UNIFORMS

A. The Employer will pay each Employee, during the term of this Agreement, a clothing allowance which shall be payable one-half ($\frac{1}{2}$) in the first pay period not later than April 1st and one-half ($\frac{1}{2}$) paid in August of each year.

B. The annual uniform allowance shall be as follows:

Effective January 1, 2005 – \$1,150.00

Effective January 1, 2006 – \$1,250.00

Effective January 1, 2007 – \$1,350.00

Effective January 1, 2008 – \$1,450.00

Effective January 1, 2009 – \$1,550.00

C. This payment shall be made to plainclothes as well as uniformed Employees.

D. If the Employer decides to change the uniform or any part thereof, it shall provide each Employee, free of charge, any such changed items. However, such utilization shall not diminish the clothing allowance set forth in this Agreement.

E. An Employee's uniform or personal equipment which is required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer except where such damage is caused by the negligence of the Employee, and any such payments made shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee

within thirty (30) days of the reporting of same.

F. Non-retirement (as defined by the New Jersey Police and Fire Pension Statutes) termination shall result in a pro-ration of uniform allowance received for that year with the Employer permitted credit for that portion of the year following the departure.

ARTICLE XIV

DETECTIVE AND SPECIAL SERVICE OFFICER

STIPEND FOR STANDBY TIME

A. In addition to other benefits, Employees assigned to the Detective Bureau and/or Special Service Officer shall be paid an annual Detective's stipend of One Thousand (\$1,000.00) Dollars. Said Detective Bureau increment shall be folded into the Detective's regular pay.

ARTICLE XV

VACATIONS

A. The vacation allowance shall be as set forth in this Agreement in Appendix "C".

B. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only.

C. No Employee who is on vacation shall be recalled except on a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

D. Vacation days may be taken in segments of not more than ten (10) day blocks.

E. Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects five (5) or more consecutive days of vacation under this clause it shall be posted, and the next senior man shall make his selection, and so on until the seniority list is exhausted, at which time the process shall be continued.

F. (1) Christmas Week - An Employee not in the rotation can take vacation Christmas week.

(2) Christmas Week - An Employee in rotation and having Christmas Eve and Christmas Day off can take a vacation according to seniority during Christmas week. Employees scheduled to work Christmas Eve or Christmas Day may request vacation during this time but all requests are

subject to approval by the Chief or his designee in accord with 3E of this section.

(3) A1. Employees having earned fifteen (15) days or more of vacation shall have the right to take no more than five (5) of those days as single days or blocks of less than five (5) days.

A2. Employees with Twenty (20) years or more of service shall be permitted to fragment their vacation for up to two (2) weeks value of such vacation.

A3. Additional fragmentation shall be subject to prior departmental approval.

B. Vacation in Days - Must use them in the given year unless denied by the Police Department, in which case the denied days shall be carried forward.

C. Vacation days shall not be cashed in or otherwise liquidated for payment.

D. If the vacation day has been requested and approved the recipient of the vacation day cannot later be rescinded on the basis of seniority.

E. The following days cannot be used as single vacation days, without specific permission of the chief or the chief's designee.

1. January 1
2. Easter Sunday
3. Memorial Day
4. Date of Hasbrouck Heights
Celebration of Independence Day

5. Thanksgiving Day
6. Christmas Eve (Afternoon Shift)
7. Christmas Day
8. December 31 Afternoon Shift

G. Vacation days shall be requested by squads on a seniority basis.

(4) Single day vacation day use shall be requested not sooner than forty-five (45) calendar days prior to the day requested and no later than three (3) calendar days prior to the day requested.

G. Employees hired after July 21, 2003 shall have vacations prorated during the last year of service to time served.

ARTICLE XVI

HOLIDAYS

A. All Employees covered by this Agreement shall be entitled to and will receive paid holidays per year which shall entitle each Employee to a single lump sum payment representing fourteen (14) days pay at the Employee's daily base rate plus longevity.

B. The holidays noted herein shall be set forth in **Appendix "D"**.

C. Effective January 1, 2004 the entire holiday benefit shall be paid along with regular payroll in equal installments and folded in and thereby utilized for all calculations.

ARTICLE XVII

SICK LEAVE

A. Pursuant to past practices each Employee shall be granted sick leave with full pay and benefits as may be needed for each illness or disability.

B. This sick leave entitlement shall not exceed a period of one (1) year unless specifically authorized by the Mayor and Council. Such decision to extend shall be on a case by case basis.

C. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease; however, at the Chief's discretion, it may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family. Injuries on the Employee's own business or employment shall be excluded.

D. To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge at least one (1) hour before the commencement of his scheduled tour of duty, except in emergency situations. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

E. The Borough shall have the right to require, at its expense, a medical certificate of any Employee absent for three (3) or more consecutive days.

F. Notwithstanding Paragraph E, the Borough shall have the right to require

at Employee expense a medical certificate when in the Borough's discretion the Employee exhibits a pattern of sick leave abuse.

ARTICLE XVIII

WORK-INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-incurred injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work [not to exceed 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 Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and, the Employer, may reasonably require the said Employee to present certificates from time to time.

C. 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 Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment on the Division of Workers Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

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

E. 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, or as to the period of disability, 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.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XIX

PERSONAL LEAVE

A. Each Employee shall have four (4) personal leave days per year. For the purpose of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days.

B. Personal leave shall mean personal matter which require an Employee to be away from his employment.

C. Employees must give the Chief of Police twenty-four (24) hours notice of their intention to take a personal day and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions. Employees shall endeavor to give additional notice.

D. Personal leave may be used to extend vacation leave if requested in writing to the Chief, or his designee, at least fourteen (14) calendar days in advance of the days to be taken. The Chief, or his designee, shall have the right to allow or refuse said use of personal leave, however the request shall be answered within five (5) calendar days of the request.

E. In the event of a denial of a personal day, and in the further event such personal day is not utilized within the calendar year, the Employee shall be paid for such personal day at the straight time rate and not normal hourly rate, not later than the last day of the calendar year.

ARTICLE XX

BEREAVEMENT LEAVE

A. In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay from the day of death to and including the day following the funeral.

B. The immediate family shall be defined to include spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, or grandparents of the Employee and, subject to the approval of the Chief, any dependents of the Employee actually residing in the Employee's residence at the time of death.

C. The Employee shall be granted one (1) working day off, the day of the funeral, without loss of pay for the funeral of any other relative not defined as immediate family. If an Employee covered by this Agreement has to travel four hundred fifty (450) or more miles to attend a funeral, he shall be entitled to one (1) extra working day without loss of pay.

D. Verification of the event may be required by the Borough.

E. An Employee may make a request to the Chief or his designee for the time off to attend a funeral separate and distinct from that set out under this **Article**.

ARTICLE XXI

INSURANCE

A. The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, violation of property rights or deprivation of any rights, privileges, or immunities secured by the Constitution and laws of the United States of America or Canada, for which law enforcement Officer may be held liable to the party injured on an action at law, suit in equity, or other proper proceeding for redress.

B. The Borough reserves the right to change carriers, so long as not less coverage is provided.

ARTICLE XXII

MEDICAL COVERAGE

A. The Employer will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for Employees covered by this Agreement and their families.

B. The Borough agrees to provide a family dental insurance plan. The specific dental plan shall be that which is currently known as New Jersey Dental Service Plan - "Delta III Plan, 80-20" or its equivalent. The Borough shall pay the full cost of premiums under the Plan.

C. The Employer shall provide, at its sole cost and expense, a full family prescription coverage insurance plan covering Employees and their families. The prescription coverage shall be maintained as equal to, or better than, the prescription plan set forth in **Appendix "E"**. Effective January 1, 1994 the Borough shall have the right to adjust prescription co-payment to Five (\$5.00) Dollars co-payment on brand name prescriptions and Three (\$3.00) Dollars on generic prescriptions.

D. The Employer shall provide for continued medical coverage for retirees and their families. Medical coverage shall be defined to mean that same level of coverage or coverages that is then provided to active Employees. Retirement shall be defined pursuant to the New Jersey Police and Firemen's Pension System statute. Retirement shall be defined as twenty-five (25) years of regular time in service or a disability retirement as defined pursuant to the New Jersey Police and Firemen's Pension System statute. Medical coverage for retirees shall not include dental or prescription coverage.

The Employer shall pay the full and complete cost of all retirees insurance

coverage:

Benefits provided to retirees herein shall be deemed to be vested in the retiring Employee at the time of retirement. The obligation to provide the retiree medical benefits shall continue regardless of the decision of the Borough of Hasbrouck Heights to change insurance companies or to become self-insured in the future.

ARTICLE XXIII

CEREMONIAL ACTIVITIES

A. In the event of a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed, off-duty Police Officers of the Department to participate in funeral services for the said deceased Officer.

B. Subject to the availability of same, the Employer will permit a Department Police vehicle to be utilized by the members of the funeral service.

C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services.

ARTICLE XXIV

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement, personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an Officer or his action is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXV

PENSION

A. The Employer shall provide pension retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

B. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement to be bound thereby.

ARTICLE XXVI

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

1. For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and the Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decision affecting any Employee(s) covered by this Agreement; which rules, regulations, policies, agreements or decision are negotiable according to law or this Agreement.
2. A "grievance" may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals.

C. Steps of the Grievance Procedure

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is grieved by mutual consent:

STEP ONE

1. An aggrieved Employee shall institute action under provision hereof within five (5) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate superior, for the purpose of resolving the matter informally. Failure to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The immediate superior shall render a decision within five (5) calendar days, after receipt of the grievance.

STEP TWO

1. In the event the grievance is not settled through STEP ONE, the same shall be reduced to writing and filed with the Deputy Chief or his designee, within three (3) calendar days.
2. The Deputy Chief, or his designee, shall render a decision in writing within seven (7) calendar days after the grievance was first presented to him.

STEP THREE

1. In the event the grievance has not been resolved through STEP

TWO, then within three (3) calendar days following the determination of the Deputy Chief or his designee, the matter may be submitted, in writing, to the Chief of Police.

2. The Chief, or his designee, shall render a decision in writing within twelve (12) calendar days after the grievance was first presented to him.

STEP FOUR

1. If the aggrieved wishes to appeal the decision of the Chief of Police, or his designee, the grievance shall be presented in writing to the Employer's governing body or its delegated representative, within seven (7) calendar days from the date of the Chief, or his designee's decision. The governing body, or its representative, shall provide a decision in writing within fourteen (14) calendar days of the receipt of the written grievance.

STEP FIVE - ARBITRATION

1. If the grievance is not settled through STEPS ONE, TWO, THREE or FOUR, either party may refer the matter to the New Jersey Public Employment Relations Commission within fourteen (14) calendar days after the determination by the Governing Body, or its representative. An Arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to,

modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The cost for the services of the Arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

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 grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed than the disposition of the grievance at the next 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 processing the grievance at any step in the grievance procedure.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII

OFF-DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Any actions taken by a member of the force on his time off, which would have been taken by an Officer in 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 on active duty.

ARTICLE XXIX

TRAVEL EXPENSE ALLOWANCE

A. Whenever an Employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance consistent with the IRS rate.

B. Employees who attend training programs, out of the Borough of Hasbrouck Heights when such training program spans a meal period shall receive a ten (\$10.00) Dollar meal allowance for each such meal period.

ARTICLE XXX

YEARLY CALENDAR

A. Except as otherwise modified by this Agreement, the agreed upon calendar procedures and scheduling procedures are to remain in full force and effect.

B. The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by Employees no later than three (3) months in advance of the scheduled time.

ARTICLE XXXI

NO WAIVER

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

ARTICLE XXXII

TERMINAL LEAVE

A. Each Employee shall be entitled to a terminal leave with pay for a period of four (4) months upon retirement twenty-five (25) years of service.

At the retiring Employee's sole option, said Employee may elect to convert said four (4) month terminal leave benefit to an equivalent amount in pay and shall be paid said amount upon his/her retirement.

B. The Employee must give three months notice, other than death or disability or other unforeseen circumstances, in order to receive the Terminal Leave benefit.

C. The four (4) month terminal leave benefit shall be in addition to vacation and personal days in the year of service during which the retirement occurs. As of the signing of this contract only additional days that were carried over from years past and approved by the Chief of Police can be added to the Terminal Leave benefit.

ARTICLE XXXIII

PBA BUSINESS

A. The Employer agrees to grant the necessary time off without loss of pay to one (1) member of the PBA as delegate to attend any Bergen County or New Jersey State Convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State delegate to attend the monthly state and local PBA meetings.

ARTICLE XXXIV

DEPARTMENTAL MEETINGS

A. The Chief may in his discretion schedule without additional cost not more than two (2) Departmental meetings per year not to exceed a duration of two (2) hours each. Any off-duty Employees required to attend these Departmental meetings shall not receive any additional pay including overtime pay for attendance at these meetings.

ARTICLE XXXV

AGENCY SHOP

A. REPRESENTATION FEE

The Borough agrees to deduct the fair share fee from the earning of those Employees who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough and the New Jersey Public Employment Relations Commission.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the Employees it represents advance in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

2. The majority bargaining representative shall provide sixty (60) days prior

to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission the Borough and to all Employees within the unit, as shall be determined by a list of such Employees and furnished by the Borough, the information necessary to compute the fair share fee for services enumerated above.

3. Any challenge to the assessment by an Employee shall be filed in writing with the Public Employment Relations Commission, the Borough and the majority bargaining representative within thirty (30) days after receipt of the written notice by the Employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The burden of proof relating to the amount of the fair share shall be on the majority bargaining representative.

C. CHALLENGING ASSESSMENT PROCEDURE

1. The majority bargaining representative agrees to establish a procedure by which non-member Employees in a unit can challenge the assessment as provided in Section 3 of this Article. Said procedure shall consist of an appeal of the individual assessment to the appropriate state agency at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge and hearing date shall be given to the Borough and the challenging Employee by the majority bargaining representative and shall be posted conspicuously at work sites of the Borough to allow all interest Employees to participate. The hearing shall be open to all interested parties and the determination of the appropriate state agency shall be made in writing with copies to the Borough and the challenging Employee. Any challenging Employee who disagrees with the determination of the state agency shall have a right, within twenty (20) days of said notice of determination, to appeal the decision to a Board consisting

of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

2. In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

D. DEDUCTION OF FEE

1. No fees shall be deducted for any Employee sooner than:

a. The thirtieth (30th) day following the notice of the amount of the fair share fee;

b. Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later, for new Employees appointed to positions in the negotiations unit;

c. The tenth (10th) day following the beginning of employment for Employees entering into work in the negotiations unit from re-employment lists;

d. The date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for Employees hired on a temporary basis; provided, however, that no Employee in the aforesaid categories nor any Employees in the employ of the Borough at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date of the said agreement becomes effective.

E. PAYMENT OF FEE

The Association shall deduct the fee from the earnings of the Employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement.

F. ASSOCIATION RESPONSIBILITY

The Association assumes responsibility for acquainting its members, as well as other Employees affected by the representation fee, of its implications, and agrees to meet with Employees affected upon request to answer any questions pertaining to this provision.

G. MISCELLANEOUS

1. The Association shall indemnify, defend and save the Board harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share fee information furnished by the Union, or its representatives.

2. Any action engaged in by the Association, its representatives or agents, which discriminated between non-members who pay the said representation fee and member with regard to the payment of such fee other than as allowed under law shall be treated as an unfair practice.

ARTICLE XXXVI

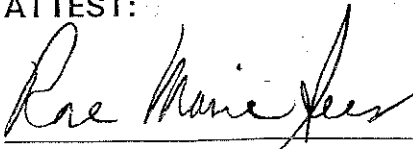
TERM OF CONTRACT

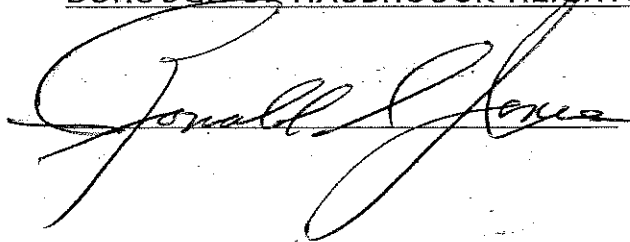
A. This contract shall take effect upon the execution thereof and shall have a term through December 31, 2009. All economic items shall be retroactive to January 1, 2005 unless otherwise specified herein.

IN WITNESS WHEREOF, the parties have hereto entered their hand and seals this 9th day of December, 2004.

ATTEST:


BOROUGH OF HASBROUCK HEIGHTS

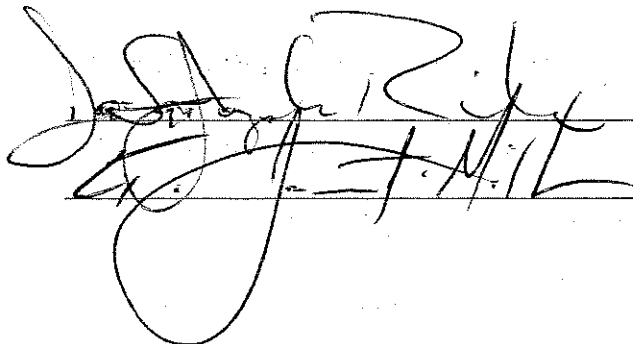




(As to Local 102, PBA
Hasbrouck Heights Unit)

LOCAL 102, PBA (Hasbrouck Heights Unit)





APPENDIX A-1

	<u>EFF.</u> <u>1/1/05</u>	<u>EFF.</u> <u>1/1/06</u>	<u>EFF.</u> <u>1/1/07</u>	<u>EFF.</u> <u>1/1/08</u>	<u>EFF.</u> <u>1/1/09</u>
Patrolman - Date of hire to completion of Academy	\$28,088	\$29,212	\$30,380	\$31,560	\$32,859
Probationary Patrolman - Completion of Academy	34,656	36,042	37,484	38,983	40,543
Patrolman - First Year of Service	51,016	53,057	55,179	57,386	59,682
Patrolman - Second Year Service	61,258	63,708	66,257	68,807	71,663
Patrolman - Third year service	71,495	74,355	77,329	80,422	83,639
Patrolman - Fourth year service	81,738	85,007	88,408	91,944	95,622
Patrolman - Fifth Year of Service	91,974	95,653	99,480	103,459	107,597
Sergeant of Police	96,643	100,509	104,529	108,710	113,059
Lieutenant of Police	101,302	105,354	109,568	113,951	118,509
Captain of Police	105,947	110,185	114,592	119,176	123,943
Captain of Detectives	110,223	114,632	119,218	123,986	128,946