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RUTGERS UNIVERSITY

This AGREEMENT made this 30 day of December, 1972, by and between the Borough of Ho-Ho-Kus, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough"; and the Ho-Ho-Kus Policemen's Association, an unincorporated association, of the Borough of Ho-Ho-Kus, County of Bergen and State of New Jersey, hereinafter referred to as "Police"; to be effective January 1, 1973 for a period of one (1) year;

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

I. RECOGNITION:

Borough hereby recognizes "Police" as the exclusive representative for all patrolmen and sergeants of the Police Department of the Borough of Ho-Ho-Kus concerning terms and conditions of employment.

II. COMPENSATION:

During the period covered by this Agreement, the following salary schedule shall be in effect:

Patrolmen:	First Year	\$8,546.00
	Second "	9,546.00
	Third "	10,546.00
	Fourth "	11,546.00
	Fifth "	12,300.00
Sergeants:	\$13,025.00	

During the term of this Agreement, terms of employment having been accepted as stipulated herein, there shall be no

re-opening of contract negotiations for any reason whatsoever unless mutually agreed upon by both parties, "Borough" and "Police".

In addition to the salaries set forth above, there shall be paid to each member of "Police" one percent (1%) for each five years of service as longevity pay, up to a maximum in any case of four per cent (4%).

III. CLOTHING ALLOWANCE:

There shall be allowed to each member of "Police" a sum not exceeding \$200.00 per year as and for a clothing allowance. This sum shall be due and payable as follows: -

- (A) Upon adoption of the Salary Ordinance, each member of "Police" may draw the sum of \$100.00 which he shall expend directly for uniforms and other accessory clothing and equipment needed in the performance of his duties which expenditures shall be verified by receipted bills submitted to the Chief for approval.
- (B) Upon expending the initial \$100.00, which shall have been verified by receipted bills approved by the Chief, then each member of "Police" may draw the remaining \$100.00 which he shall expend in the same manner as provided herein.
- (C) At the end of the calendar year, if any member of "Police" shall not have verified the full expenditure of his clothing allowance to the satisfaction of the Chief, then any monies not expended shall be returned to the "Borough".

IV. HOLIDAYS:

There shall be allowed to each member of "Police" the following twelve (12) paid holidays per year:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Decoration Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Thanksgiving Day
11. Christmas Day
12. Veteran's Day

V. SICK LEAVE:

In addition to the Sick-Leave Schedule set forth in the Personnel Ordinance, Section 42-5, part G, in the event said sick leave is not used in any year, up to ten (10) days of such leave may accumulate for use in future years, up to a maximum of thirty (30) days accumulated sick leave. However, it is understood and agreed that Part H of said Ordinance is to be deleted.

Whenever any member of "Police" shall be absent from duty by reason of injuries sustained out of and in the course of performance of duties as a member of the Ho-Ho-Kus Police Department, said absence shall be regulated by requirements of New Jersey Workman's Compensation Act and the provisions set

forth in the Personnel Ordinance Section 42-6, part B.

VI. MEDICAL INSURANCE:

During the period of this Agreement the "Borough" shall continue to furnish to each member of "Police" insurance entitled "The New Jersey Public and School Employees Health Benefits Plan". This medical insurance coverage will be for the individuals and members of their immediate families and the cost will be borne by the "Borough".

VII. VACATIONS

After the completion of twenty (20) full calendar years of service, and thereafter, each member of "Police" shall be entitled to twenty (20) work days' vacation per calendar year.

After ten (10) calendar years of service, and thereafter, each member of "Police" shall be entitled to fifteen (15) work days' vacation per calendar year.

The remainder of the vacation benefits for each member of "Police" shall be as set forth in the Personnel Ordinance of the "Borough".

VIII. GRIEVANCE PROCEDURE:

The term "Grievance" means a complaint by any members of "Police" that there has been a violation of the provisions of this Agreement.

Whenever any member of "Police" claims to have been aggrieved, he shall institute action in connection with the said grievance within thirty (30) calendar days of the date of the occurrence

complained of. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of a grievance.

An aggrieved member shall first discuss his grievance informally with his immediate superior. If at that point the individual is not satisfied with the determination of his immediate superior, he shall then reduce his grievance to writing and shall present same to the Chief for his determination.

Within ten (10) days after receipt of the grievance by the Chief, the Chief together with the Councilman in charge of the Police Department shall meet with the individual in question and after reviewing the evidence related to the grievance, the Chief shall within ten (10) days thereafter in writing inform the aggrieved individual of the determination of the case.

In the event the individual in question is dissatisfied with the determination of the Chief and Councilman, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of receipt of the determination by the Chief.

Within ten (10) days after receipt of request for a hearing by the individual alleged to be aggrieved, the Mayor and Council shall fix a date for hearing, and at that time said individual, if he so elects, and has informed the Mayor and Council of his intent to be so represented, shall be entitled to have the assistance of counsel during the course of said hearing.

Following the conclusion of said hearing and within ten (10) days of said hearing, the Mayor and Council shall inform the individual in writing of its determination relative to said grievance.

In the event the individual is dissatisfied with the determination of the Mayor and Council, he shall have the right to request Advisory Arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the provisions of Chapter 303, Laws of 1968.

The authority of any arbitrator shall be limited solely to the interpretation of the Agreement between the parties and he shall have no authority to add to, subtract from, modify or alter any of the provisions of this Agreement.

A request for Advisory Arbitration shall be made no later than twenty (20) days following the determination of the Mayor and Council, and failure to file within said time period shall be deemed to constitute a bar to such arbitration unless the aggrieved individual and the Mayor and Council shall mutually agree upon a longer period of time within which to assert such a demand.

In the event of arbitration, the cost of the Arbitrator's services shall be shared by the "Police" and the "Borough". Each of the parties shall bear their own costs.

Nothing contained herein shall be deemed to supersede the provision of any other law of the State of New Jersey which may be applicable in appropriate cases. Therefore, said Agreement shall become effective upon an adoption of an appropriate salary ordinance by the Borough of Ho-Ho-Kus.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written.

ATTEST:

BOROUGH OF HO-HO-KUS

[Signature]

By: [Signature]
David F. Weeks, Mayor

WITNESS:

HO-HO-KUS POLICEMEN'S ASSOC.

[Signature]

By: [Signature] #2

[Signature] #3

[Signature]