

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

between

THE BOROUGH OF NORTH HALEDON

and

PBA LOCAL NO. 292 NORTH HALEDON POLICE

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January 1, 2009 through DECEMBER 31, 2013

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**PREAMBLE**

THIS AGREEMENT, made this 19<sup>th</sup> day of March  
2010, by and between the **BOROUGH OF NORTH HALEDON**, a body politic  
and corporate of the State of New Jersey, hereinafter referred to  
as the "Employer", and **PBA LOCAL NO. 292, NORTH HALEDON POLICE**,  
hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association 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 both  
parties:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

(A) The Employer hereby recognizes the Association as the exclusive collective negotiation agent for all Police Officers in all steps and ranks within the Police Department of the Employer except the Chief of Police.

(B) The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include females.

**ARTICLE II**

**ASSOCIATION REPRESENTATIVES**

The Association shall have the right to designate such members of the Association as it deems necessary as Association representative and they shall not be discriminated against due to their legitimate Association activities, nor shall they be given preferential treatment by virtue of their Association activities.

(A) A leave of absence with pay will be granted pursuant to N.J.S.A. 40A:14-177.

(B) A certificate of attendance to the convention shall, upon request, be submitted by the representative so attending, to the Chief of Police.

(C) During contract negotiations, the authorized representatives, consisting of not more than two (2) representatives, shall be excused from normal duties for the amount of time reasonably required for the schedule negotiations and shall receive their regular compensation for time spent when such negotiations interfere with their work schedule, when such meetings are mutually scheduled with the Employer.

(D) The duly elected Association representative and alternate shall be excused with pay from their normal assignments to process grievances or to attend to union business during regular working hours when such meetings are mutually scheduled with the Employer, and provided that reasonable notice is given to the Officer in charge.

(E) The Officers of the Association shall be excused from

duty, for attendance of the regular monthly meeting of the Local for the amount of time reasonably needed to conduct said meeting provided that such attendance is approved by the Officer in charge and such approval shall not be unreasonably withheld. The Employer shall, if reasonably possible, schedule the State PBA delegate so that the delegate can attend the regular State PBA monthly meeting on his off duty time.

(F) In the event the PBA Officer is incapacitated, or is unable to carry out the functions of office due to illness, vacation, or otherwise, an alternative representative of the PBA shall have the full authority to represent the Association for any and all business. The Employer shall be advised of the name of the representative and alternate and shall be further advised of incapacitation of the representative.

(G) The PBA delegate shall be provided with forty (40) hours of time off annually without loss of compensation to attend to PBA business. Said annual hours may be fragmented into periods of one (1) or more hours depending on need. The PBA shall notify the Police Department as soon as possible with regard to the schedule of monthly meetings.

### ARTICLE III

#### PARTIES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws 1968, as amended, the Employer hereby agrees that every Police Officer shall have the right to freely organize, join and support the Association, the PBA and its affiliates, for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States.



## ARTICLE IV

### FUTURE BARGAINING

The Employer agrees that all new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, the parties agree to meet at such reasonable times as may be necessary and negotiate in good faith with respect to grievances and terms and conditions of employment.

**ARTICLE V**

**EXISTING LAW**

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws as they are modified from time to time.

**ARTICLE VI**

**A. SALARIES**

The base annual salaries for police officers shall not be increased in 2009 and 2010. Effective January 1, 2011, January 1, 2012 and January 1, 2013, all salaries shall be increased by four (4%) percent. (See attached Salary Guides)

**B. Off Duty Work**

1. All police officers shall receive \$50.00 per hour for off duty employment on projects paid for by the Borough of North Haledon.

2. All police officers shall receive time and one half (1 1/2) at the rate of a police employed by the Borough for twenty (20) years for all other off duty work. The rate for 2010 is \$78.20; 2011 is \$81.33; 2012 is \$84.58; 2013 is \$87.96.

3. The Borough may establish fees to include the costs associated with the administration of off duty employment above the rate of pay for the police officers set forth in paragraphs 1 and 2.

## ARTICLE VII

### HOURS AND OVERTIME

(A) The existing schedule for Employees covered by this Agreement shall be maintained pursuant to prior practice. The monthly work schedule shall be posted not later than forty-five (45) days preceding the month being scheduled. The normal work day shall be twelve (12) hours per day which shall include breaks totaling eighty-five (85) minutes with one break of at least forty-five (45) minutes. The normal work schedule shall be three (3) days on followed by three (3) days off. There shall be an eighteen (18) day cycle (3 on, 3 off, 3 on, 3 off, 3 on and 3 off). During the eighteen (18) day cycle, all police officers will be assigned the same tour (either 6:00 a.m. start or 6:00 p.m. start). During the next eighteen (18) day cycle, the police officers will be assigned to the other shift.

In the event of a change in shift, the Police Department shall be required to notify the police officer.

In the event that a minimum of twelve (12) police officers including supervising officers are assigned to the twelve (12) hour patrol schedule, any additional officers may be assigned to a five (5) day, eight (8) hour per day work schedule for special details other than normal patrol. The work schedule for these special detail assigned police officers shall also be posted not later than forty-five (45) days preceding the month being scheduled. These police officers will be assigned the same eight (8) hours for each day of the five (5) consecutive day work period. In the event that

the hours need to be changed the police officer will receive thirty (30) day's notice. These special detail assigned police officers shall not be used to fill in "gaps" or shortages in manpower in the twelve (12) hour schedule.

(B) The parties acknowledge that the work schedule of twelve (12) hour days, three (3) days on, followed by three (3) days off, will result in the scheduling of police officers for more than 2,080 hours. Any hours scheduled in excess of 2,080 hours shall be credited as compensatory time. Compensatory time credited to an employee under this Agreement shall not be reduced by sick leave, personal leave, vacation leave or other approved leave taken by an employee. For the purposes of the FLSA, the parties agree that the work period shall be eighteen (18) days in duration.

(C) The parties acknowledge that the work schedule of the Police Department is subject to the terms of the Federal Fair Labor Standards Act and the Administrative jurisdiction of the U.S. Department of Labor, and the jurisdiction of the Department of Labor, State of NJ. This agreement is subject to and subordinate to any applicable Federal and State Legislation and administrative rules. In the event any Federal or State administrative agency or a Court of competent jurisdiction determines that the work schedule provisions of this agreement or any part hereof is in conflict with such laws or regulations the parties will immediately meet to negotiate a new schedule. Both parties acknowledge that they are proceeding with the good faith belief that the work schedule provisions of the within agreement are valid.

(D) Overtime shall be defined as work in excess of twelve (12) hours in any day for those assigned to the twelve (12) hour schedule or eight (8) hours in a day for police officer so assigned to said schedule. Overtime shall also be defined as where an Employee is caused to work on his regularly scheduled day off (R.D.O.). Overtime shall be computed at the time and one-half (1½) hourly rate of pay or one hundred fifty (150%) percent of the Employee's hourly rate of pay.

(E) All overtime shall be paid in the next regular pay check.

(F) Overtime for regularly scheduled shifts and patrols will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster.

In the event that the dispatcher position must be filled on a particular shift, the Chief of Police or his designee shall have the right to call in a dispatcher prior to calling in a police officer to operate the desk for that shift.

(G) 1. Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which an Employee shall be required, in the course of his duties, to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies, provided that such attendance is not in furtherance of a proceeding initiated by such Employee or by the Association.

2. When an employee is subpoenaed to appear in a civil Court case when such arises out of his capacity as a Police Officer (example: automobile negligence case, etc.), then he shall be

entitled to payment as provided in this Article for Court time spent pursuant to this Article.

3. All such required Court time, which is outside the regular tour of duty, shall be considered as overtime and shall be compensated at time and one-half (1½).

4. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required to attend the Court and Administrative Body, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours overtime pay for appearances within the Borough of North Haledon and three (3) hours for appearances in other jurisdictions.

(H) When an Employee performs overtime work, the Employee shall be permitted to elect to be compensated in paid compensation [time and one-half (1½) rate] or in compensatory time off [at the time and one-half (1½) rate]. Such election shall be made by the employee in writing at the end of the extra work period.

Where an Employee elects compensatory time, then such time shall be accumulated in a compensatory time bank. The total C.T.O. bank hours shall at no time exceed eighty-six (86) hours.

Accumulated time (C.T.O.) shall only be used upon prior request of the Employee and shall be subject to the discretion and approval of the Chief.

Once the election has been made by the Employee it shall not be converted to pay except upon request of the Employee and approval of the Chief.

(I) The employment of special police officers shall be as provided by statute.

(J) The appointment of temporary police officers shall be as provided by statute.

(K) Effective January 1, 1997, the Borough agrees that if less than four superior officers are assigned as shift commanders, then the police officer serving as a shift commander shall be entitled to an adjustment in pay equaled to one-half the difference between the base pay of a sergeant and a senior police officer. The police officer serving as a shift commander must work as a shift commander for thirty (30) or more working days before being entitled to the salary adjustment.



**ARTICLE VIII**

**UNIFORM ALLOWANCE**

(A) The Borough will pay all Employees upon hiring \$1,500.00 for the purchase of police uniforms and equipment, upon presentation to the Borough's Chief Financial Officer of proof of purchase.

(B) All items of uniform modification which cost over One Hundred (\$100.00) Dollars would require Borough Council approval as a condition precedent to their being ordered to be purchased by the Employee. In the event that the Borough Council approves and the Police Department directs a uniform modification which costs more than One Hundred (\$100.00) Dollars then the Employer would pay the first One Hundred (\$100.00) Dollars and the Employee would pay the balance. If the amount of newly purchased item or item directed to be newly purchased is less than One Hundred (\$100.00) Dollars, then the Employee would pay same.

## ARTICLE IX

### HOLIDAYS

(A) Each Employee shall receive fourteen (14) holidays per year. Holiday compensation shall be at the straight time rate and compensated in compensatory time off. The total amount of compensatory time off shall be fourteen (14) days times twelve (12) hours or one hundred sixty-eight (168) hours.

(B) The official holidays with pay which are observed by the Borough are as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. Employee's Birthday

Where an Employee regularly works on a Monday through Friday schedule if a holiday falls on a Saturday, it shall be observed on the previous Friday; if the holiday falls on a Sunday, it shall be

observed on the following Monday.

Where it is necessary to maintain service requiring an Employee to work on an official holiday, the Employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the Department Head. In the event an official holiday occurs while an Employee is on sick leave, he shall not have that holiday charged against his sick leave.

**ARTICLE X**

**BEREAVEMENT LEAVE**

Bereavement leave of thirty-six (36) hours shall be granted without loss of pay for death in the immediate family of the Employee and for the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, spouse's grandparents and spouse's grandchildren, miscarriage by current spouse and one significant other. To be eligible for bereavement leave for a significant other, the employee must have on file in his personnel file the name of the significant other. In the event of a death of any other close relative in the Employee's family, the Department may grant the Employee a one (1) day leave of absence with pay to attend the funeral, if deemed necessary.

Bereavement leave shall be taken within seven (7) days of the date of the death or miscarriage.

**ARTICLE XI**

**PERSONAL DAYS**

Each Employee shall have twenty-four (24) hours of personal leave per year. For purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days but shall be required to give his superior at least forty-eight (48) hours notice in advance of such personal leave except in emergent circumstances.

Additionally, employees are entitled to paternity leave. Each employee shall be entitled to three (3) consecutive paid days off starting with date of birth. In the event that the child is not discharged on the third day, the police officer need not take that third consecutive day but may reserve that third day for the day the baby is discharged from the hospital.

## ARTICLE XII

### LEAVE OF ABSENCE

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for an initial period not to exceed six (6) months. Said leave shall be renewable after the initial period with approval of the Employer.

The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence. Leave of absence shall be on a case-by-case basis which shall be granted or denied in the discretion of the Employer without establishing a precedent.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness, or his vacation leave, if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the Employee shall be returned to the position from which he is on leave. Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XIII

MOTOR VEHICLE REIMBURSEMENT

Any Policeman using his own motor vehicle on official Police business with approval of the Chief of Police will be compensated at the rate of Twenty (\$.20) Cents per mile. the Policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt.

ARTICLE XIV

LONGEVITY

(A) All Employees covered by this Agreement shall be entitled to a longevity program pursuant to the following schedule:

<u>Upon Completion Of</u>	<u>Percent</u>
4 years	2%
8 years	4%
12 years	6%
16 years	8%
20 years	10%
23 years	12%

(B) Prior payroll practice with respect to computation and payment of longevity shall continue.



## ARTICLE XV

### INSURANCE

(A) The Borough shall provide at no cost to the employees and their dependents, health insurance coverage by the New Jersey State Health Benefits with a prescription card plan. The prescription plan shall have a \$1.00/\$5.00 co-pay.

(B) The Employer shall provide dental insurance coverage for all Employees covered by this Agreement and their immediate families. The full cost and expense of said plan shall be paid by the Employer of the Plan and shall be provided by the Horizon/Blue Cross. There will be a \$1,500.00 maximum and a deductible shall be waived for diagnostic and preventative services.

(C) Effective January 1, 1992 the employer shall provide New Jersey State disability coverage for employees covered by this Agreement. The Borough and the employee shall each contribute to the coverage based upon State law.

(D) The Employer shall arrange, if permitted by the Company, for retiring employees to remain within the employer group health insurance benefits plan, including the dental benefits plan, during the period of retirement. If an employee who retires elects to remain in these group plans then the employee shall do so at his sole cost and expense. The Employer shall not incur any additional obligation as a result of a retiring employee remaining in either the group health benefit plan, or the group dental benefit plan.

(E) The Borough may replace the carrier for the insurance set forth in paragraph (A) above so long as the health insurance

protection is substantially equivalent or better than the protection now provided.

In the event the Borough opts to replace the carrier, the Borough shall provide the PBA 60 days notice prior to the proposed change of carrier. The parties shall meet to exchange information for the purpose of ascertaining whether the new health insurance protection is substantially equivalent or better than the existing health insurance protection.

In the event that the parties cannot agree, they agree to expedite the arbitration so that the arbitration will be completed prior to the expiration of the sixty (60) day notice period. In said arbitration, the arbitrator shall award attorney's fees and costs against the losing party and in favor of the successful party.

(F) The Employer shall provide a Vision Plan with a \$10.00 co-pay for an examination and for appliances (glasses, contact lenses).

## ARTICLE XVI

### SICK TIME

(1) All permanent full time Employees covered by this Agreement shall be granted sick leave with pay in the amount of eight (8) hours for every month of service during the remainder of the first calendar year of service and one hundred twenty (120) hours for each calendar year thereafter which shall accumulate from year to year. Previous accumulation shall in no way be affected by this.

(2) Sick leave with pay is hereby defined to mean a necessary absence from duty to illness, injury or exposure to contagious disease and may include absence due to illness to the immediate family of the Employee or necessary attendance upon a member of the immediate family.

(3) 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 two (2) hours before the commencement of his scheduled tour of duty on afternoon and evening tours and one (1) hour before the commencement of his scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. 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.

(4) An Employee absent on sick leave shall submit a doctor's

certificate or other acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

(5) In the event the Employer requires a medical examination of the Employee by a physician of its choosing, the cost of such examination shall be borne by the Employer.

(6) All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

(7) Accumulated sick time shall be controlled by Section 20-20 and 20-21 of the Ordinance of the Borough of North Haledon, a copy of which is annexed as Schedule C.

(8) The Borough will continue to maintain records indicating accumulated sick time in hours and days as is the current practice (see Schedule C, Article V Absences and Leave, Section 20, et al).

ARTICLE XVII

WORK INCURRED INJURY

(A) Where an Employee covered under this Agreement suffers a work connected injury or disability the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the 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 Mayor and Council may reasonably require the said Employee to present such 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 in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

(D) For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer-sanctioned training program, 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 injury on duty,

the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment; or, if there is an appeal therefrom the final decision of the last reviewing Court.

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

ARTICLE XVIII

VACATIONS

Vacations shall be granted pursuant to the following schedule:

After completion of One (1)  
Year of Service.....80 hours vacation;

After completion of Five (5)  
Years of Service.....120 hours vacation;

After completion of Ten (10)  
Years of Service.....160 hours vacation;

After completion of Sixteen (16)  
Years of Service.....168 hours vacation;

After completion of Seventeen (17)  
Years of Service.....176 hours vacation;

After completion of Eighteen (18)  
Years of Service.....184 hours vacation;

After completion of Nineteen (19)  
Years of Service.....192 hours vacation;

After completion of Twenty (20)  
Years of Service.....200 hours vacation.

For the purpose of this Article, a year shall be considered as the year commencing January 1 and ending December 31. Vacation time requested but which is not granted due to pressure of business, shall be carried forward into the next succeeding year only. All fifty-two (52) weeks of the calendar year shall be subject to the vacation selection process.

Vacation scheduling will include a limit of three police officers on vacation at anytime. In his sole non-grievable discretion, the Chief may approve additional vacation requests.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by any Employee or group of Employees covered by this Agreement or the Association.

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any Employee or group of Employees with respect to the interpretation, application or violation of any written policies, agreements or administrative decisions.

#### (A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, he shall, within thirty (30) calendar days after the occurrence of the event being grieved, file same in writing with the Chief of Police. The Chief shall render a decision within five (5) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking Officer in charge of the Department of determination.

#### (B) STEP TWO

If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's Governing Body or its delegated representative, within five (5) calendar days after receipt of the Chief's decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written



grievance.

(C) ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at STEP TWO, the grievant shall have twenty (20) calendar days within which to request arbitration by the Public Employment Relations Commission by filing a Request for Submission of a Panel of Arbitrators, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) The Arbitrator shall have no authority to add to or subtract from or modify the terms of this Agreement.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least twenty (20) days after the decision rendered by the Employer's Governing Body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission's review and decision.

(4) Employees covered by this Agreement shall have the right to process their own grievance, with or without any Association representative of their own choosing.

(5) 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. A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

(6) Grievances must be initially filed within thirty (30) calendar days of the incident being grieved, or of the Employee's knowledge of such incident.

(D) Where an Employee covered by this Agreement has been disciplined and the penalty resulting from such discipline is a five (5) day suspension or an equivalent fine or any lesser penalty then said disciplinary proceeding may be reviewed and made subject to this Grievance Procedure. Disciplinary grievances shall enter the Grievance Procedure at STEP TWO and thereafter follow the Grievance Procedure steps. A disciplinary grievance shall be filed within thirty (30) days following the disciplinary decision being appealed.

ARTICLE XX

DETECTIVE BUREAU

All Detectives shall receive a Two Thousand Five Hundred (\$2,500.00) Dollar stipend. As long as the police officer continues to be a detective, the stipend shall be added to the employee's base and paid periodically. In the event an Employee is in the Detective Bureau for less than a full year, said amount shall be prorated.

All overtime shall be paid or credited as straight compensatory time.

**ARTICLE XXI**

**INSURANCE FOR CIVIL SUITS**

The Employer will provide insurance coverage to Employees covered under this Agreement protecting them from civil suits arising out of the performance of their duties as Police Offices, 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.

**ARTICLE XXII**

**SEPARABILITY AND SAVINGS**

If a provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, Administrative Body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to that invalid provision consistent with the prevailing law and the law relating to negotiations and interest arbitration as set forth in the New Jersey Law.

ARTICLE XXIII

DATA FOR FUTURE BARGAINING

The parties agree to make available to each other, upon reasonable request, all relevant data the other may reasonably require to bargain collectively. This clause shall not include work product for privileged communication.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups of the Employer, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature. Any attorney work product or work prepared specifically for negotiation shall be excluded from this clause.

## ARTICLE XXIV

### INVESTIGATION OF POLICE OFFICERS

In an effort to insure that Departmental investigations are conducted in a manner which is conducive to good order and disciplining, the following rules are hereby adopted:

- (1) The interrogation of an Employee shall take place at a location designated by the investigating Officer. If practicable, it will be at the Borough Police Headquarters.
- (2) The Employee shall be informed of the name, rank and command of the Officer in charge of the investigations and those persons present during investigations.
- (3) The Employee shall be informed of the nature of the charge for which he is under investigation.
- (4) If the Employee is a suspect in a criminal matter, he shall be read his rights under the appropriate Court decision.
- (5) There is no obligation of the Borough Police Department to provide an opportunity for an Employee to consult with counsel of anyone else when questioned by a Superior Officer about his duties or matters relevant to his fitness for Police service, except in cases where the Police Officer's job is in jeopardy, or in cases of pending suspension where the Employee under investigation has the right to consult with an attorney. The Chief, or the Officer in charge in the absence of the Chief, may, in his discretion, afford an opportunity for an Employee, if he so requests, to consult with counsel or a representative of the Local before being questioned concerning a violation of the Rules and Procedures of the Department. The interrogation may not be postponed

for more than one (1) hour.



**ARTICLE XXV**

**EXCHANGE OF DAYS OFF**

Any member of the Department may exchange hours or tours of duty or days off, subject to prior reasonable notification to the Department and the approval of the Chief of Police or his designated scheduling Officer. The Employer shall not incur any additional expense by virtue of this Article.

**ARTICLE XXVI**

**RECALL**

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of two (2) hour work or pay in lieu thereof.

ARTICLE XXVII

TRAINING PAY

A. The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half (1½) rate in compensatory time off for attending training courses designated or authorized by the Chief which are beyond the Employee's normal work period of one hundred eight (108) hours in an eighteen (18) day work cycle or eighty (80) hours in a fourteen (14) day work cycle per past practices. Accumulation of compensatory time off shall be governed by the Fair Labor Standards Act.

B. Compensatory time arising from training may be carried up to one (1) day at straight time within the calendar year, subject to the Employee's written request and subject to the discretion and approval of the Chief of Police.

**ARTICLE XXVIII**

**PERSONAL FILES**

A 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.

Any member of the Police Department may at any time review his personal file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personal file, a copy shall be made available to him, and he shall be permitted to place said rebuttal in his file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in an file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate discipline.

**ARTICLE XXIX**

**RETENTION OF BENEFITS**

It is agreed that all terms and conditions of employment heretofore enjoyed by the Employees covered under this Agreement shall remain in effect and shall not be diminished.

ARTICLE XXX

SAFETY AND HEALTH

(A) The Employer shall at all time maintain reasonably safe equipment and reasonably safe working conditions for all Employees. No person covered by this Agreement shall be required to repair any Police vehicle.

(B) Employees covered by this Agreement shall not be required to wash a Police Department vehicle. It shall be the responsibility of the Employer to make such arrangements for the washing of Police vehicles as the Employer may deem appropriate.

(C) Employees covered by this Agreement shall not be required to perform any vehicle maintenance task whatsoever with the sole exception of unforeseeable emergent circumstances.

(D) The wearing of short sleeve uniform shorts shall be optional in the months of May and September at the shift supervisor's discretion. During the months of June, July and August, the current policy shall continue.

ARTICLE XXXI

BULLETIN BOARD

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without permission of the officially designated Association representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XXXII

CEREMONIAL ACTIVITIES

In the event 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.

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

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 service.



**ARTICLE XXXIII**

**DEATH BENEFITS**

The estate of any deceased Employee shall receive any earned compensation and any benefits to which the deceased Employee would have been entitled at and up to the time of his death.

**ARTICLE XXXIV**

**SAFETY AND HEALTH COMMITTEE**

The parties hereby agree to establish an advisory safety and health committee to consider all matters pertaining to the health and safety of members of the Borough of North Haledon Police force. Such matters shall include, but not be limited to, Police Department personal equipment; Police Department vehicles; protective equipment; weapons; procedures; numbers of personnel required to accomplish specific tasks; Departmental facilities; Police Officer, prisoner and public safety; and other related matters.

Said committee shall be comprised of an equal number of Borough representatives and PBA representatives. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXIV

EDUCATION ALLOWANCE

Police Officers who obtain an AA or BA in Public Safety or Police Science or an MA shall receive the following amounts every year of his/her employment. During the first year in which the degree is awarded, the aforesaid amount shall be prorated from the date the degree is awarded up to the end of the year. This educational incentive shall be paid periodically as added to base pay. All police officers hired after the execution of this contract shall only be eligible for this benefit if they are paid at the salary step of three years

AA \$1500

BA \$3000

MA \$5000

**ARTICLE XXXVI**

**POLICE VEHICLES**

In the event that an Employee asserts that a vehicle is unsafe to operate, then said Employee shall so advise the Shift Supervisor. The Shift Supervisor shall have the authority to remove the vehicle from service.

ARTICLE XXXVII

DOG HANDLERS

In addition to other benefits provided in this Agreement, all persons who are caused to maintain a Police dog shall be annually compensated in the sum of Two Hundred (\$200.00) Dollars to help defray the cost of maintenance of the dog.

## ARTICLE XXVIII

### REPLACEMENTS

In accord with present practice, no full time Employee covered by this Agreement, performing Police functions, shall be replaced by any non-Police personnel with respect to such Police function.

No Police function presently filled by a full time Employee covered by this Agreement, on a regular basis, shall be filled by any non-Police personnel.

ARTICLE XXXIX

NO WAIVER

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

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

ARTICLE XI

TERM OF CONTRACT

The term of this Agreement shall be for the period commencing **January 1, 2009 and ending December 31, 2013** . In the event a successor agreement has not been executed by the latter date, the provisions of this Agreement shall remain in full force and effect until a new Agreement is executed.



IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 19 day of March, 2010.

BOROUGH OF NORTH HALEDON

Randy George

PBA LOCAL NO. 292,  
NORTH HALEDON POLICE

R.B. [Signature]

ATTEST:

Patricia Clotel

ATTEST:

Robert [Signature]

SCHEDULE C

§ 20-20. Sick leave.

Beginning January 1, 1970, each employee shall be entitled to fifteen (15) sick days of sick leave in each calendar year for actual sickness or disability.

§ 20-21. Cumulative sick leave.

- A. Beginning January 1, 1970, when an employee does not use all of his sick leave, the same shall be cumulative to a maximum of fifteen (15) days for each calendar year and may be used only for actual sickness or disability.
- B. Employment prior to January 1, 1970.
  1. In the event that an employee shall have been employed by the borough prior to January 1, 1970, there shall be days credited to his accumulated sick leave as determined by the following formula:
    - (a) For each of the calendar years 1967, 1968, 1969: the result obtained by subtracting the total days absent for sickness or disability, if less than ten (10) from ten (10), but in no event shall any employee be credited with more than ten (10) days for any such year.
    - (b) For years prior to January 1, 1967: each employee shall be credited with ten (10) sick days of sick leave without regard to the number of days he was actually absent for sickness or disability.
  2. The maximum number of days that may be accumulated under this Subsection B is one hundred (100) days.

**SCHEDULE A**  
**For All Police Officers Hired Before November 20, 2001**

	January 2009	January 2010	January 2011	January 2012	January 2013
<b>Captain</b>	117,394	117,394	122,090	126,973	132,052
<b>Captain-20 years +</b>	120,424	120,424	125,241	130,251	135,461
<b>Lieutenant</b>	110,105	110,105	114,509	119,090	123,854
<b>Lieutenant-20 years +</b>	113,136	113,136	117,661	122,368	127,263
<b>Sergeant</b>	102,818	102,818	106,931	111,208	115,656
<b>Sergeant - 20 years +</b>	105,849	105,849	110,083	114,486	119,065
<b>Police Officers 20 years +</b>	98,579	98,579	102,522	106,623	110,888
<b>7 years</b>	95,574	95,574	99,369	103,344	107,478
<b>6 years</b>	89,690	89,690	93,278	97,009	100,889
<b>5 years</b>	83,823	83,823	87,176	90,663	94,290
<b>4 years</b>	77,966	77,966	81,085	84,328	87,701
<b>3 years</b>	72,100	72,100	74,984	77,983	81,102
<b>2 years</b>	66,240	66,240	68,890	71,645	74,511
<b>AG Com Pro</b>	61,732	61,732	64,201	66,769	69,440
<b>AG On Pro</b>	57,223	57,223	59,512	61,892	64,368
<b>Pre A</b>	43,930	43,930	45,687	47,515	49,416

**SCHEDULE B**  
**For All Police Officers Hired After November 20, 2001**

	January 2009	January 2010	January 2011	January 2012	January 2013
<b>Captain</b>	117,394	117,394	122,090	126,973	132,052
<b>Captain-20 years +</b>	120,424	120,424	125,241	130,251	135,461
<b>Lieutenant</b>	110,105	110,105	114,509	119,090	123,854
<b>Lieutenant- 20 years +</b>	113,136	113,136	117,661	122,368	127,263
<b>Sergeant</b>	102,818	102,818	106,931	111,208	115,656
<b>Sergeant - 20 years +</b>	105,849	105,849	110,083	114,486	119,065
<b>Police Officers 20 years +</b>	98,579	98,579	102,522	106,623	110,888
<b>7 years</b>	95,574	95,574	99,369	103,344	107,478
<b>6 years</b>	89,690	89,690	93,278	97,009	100,889
<b>5 years</b>	83,823	83,823	87,176	90,663	94,290
<b>4 years</b>	77,966	77,966	81,085	84,328	87,701
<b>3 years</b>	67,424	67,424	70,121	72,926	75,843
<b>2 years</b>	58,307	58,307	60,639	63,065	65,588
<b>AG Com Pro</b>	49,315	49,315	51,288	53,339	55,473
<b>AG On Pro</b>	43,071	43,071	44,794	46,586	48,450
<b>Pre A</b>	37,857	37,857	39,371	40,946	42,584