
AGREEMENT
BETWEEN
THE BOROUGH OF HAWORTH
AND
PBA LOCAL 206
(HAWORTH UNIT)

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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THIS AGREEMENT, made this *10* day of *JANUARY* ^{*2012*} ~~2011~~, after negotiations carried out under the provision of *N.J.S.A. 34:13A-1*, *et seq.*, by and between the Borough of Haworth, herein, the "Borough" and the PBA Local 206 (Haworth Unit), herein, the "PBA".

ARTICLE I

RECOGNITION

The Borough recognizes the PBA as the bargaining representative for all Police Officers except the Chief of the Haworth Police Department.

ARTICLE II

SEVERABILITY AND SAVINGS

Each provision of this writing shall be construed as intended to be independent and severable by the parties.

ARTICLE III

BULLETIN BOARD

A bulletin board may be placed by the PBA for its use at a convenient and obvious location in the Department offices. The Chief of Police shall have reasonable control of:

- A. The Location
- B. Posting deemed detrimental to the operations of the Police Department

ARTICLE IV

GRIEVANCE PROCEDURE

Grievance procedure shall be as follows:

A. A grievance as defined by N.J.S.A. 34:13A-1, *et seq.* must be submitted to an Officer's supervisor, in writing, within five (5) calendar days of its inception. This supervisor shall answer the grievance in writing to the Officer within five (5) calendar days after receipt.

B. Review may be sought by the Officer by submitting the grievance in writing to the Chief of Police within five (5) calendar days of receipt of his supervisor's answer under (a) above.

C. The Chief of Police shall determine departmental action on the grievance within five (5) calendar days of the receipt of the same under (b) by writing submitted to the Officer and the PBA. In the case of a prolonged absence by the Chief of Police, then the Police Commissioner shall act in place of the Chief.

D. Review of the Department's action may be obtained by a written request to the Chief that the grievance be determined by the Mayor and Council. This written request shall be delivered to the Chief within five (5) days of the receipt of the Chief's determination. The Chief shall then file the entire record with the Mayor and Council by delivery to the Borough Clerk within two (2) days of receipt of the request. The Governing Body may make its determination based upon: the existing record, the record of a hearing before them, or the record of a Police Committee hearing. The

Mayor and Council shall render a decision within thirty (30) days of the receipt of the grievance. Lack of decision within thirty (30) days shall be an acceptance of the departmental determination.

E. An Officer may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the Mayor and Council's determination for arbitration. The Arbitrator shall be selected in accordance with the rules of the Commission, and the expense of the Arbitrator shall be borne equally by the parties to the grievance. Each party shall bear the expense of producing his evidence. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. He may not modify or alter this Agreement. The decision of the Arbitrator shall be final and binding. No arbitration hearing shall commence until thirty (30) days have passed after the determination by the Mayor and Council.

F. The time limits shall be mandatory. Any grievance not initiated within the time limits specified shall be deemed waived. Any grievance not submitted to the succeeding step in these procedures within the time limit shall be deemed concluded, and the determination final and binding. The parties may, by a signed writing, reduce or extend any time limit. Failure to make a timely determination shall be deemed a denial of the grievance or an affirmation of the last determination.

ARTICLE V

BASE ANNUAL SALARIES

The base annual salaries for Employees covered by this Agreement shall be as set forth in **Appendix "A-1"** and **"A-2"**.

ARTICLE VI

HOURLY RATE, WORK DAY, OVERTIME, WORK PERIOD

A. The hourly rate of pay shall be based upon each Employee's base salary, longevity pay and holiday pay divided by two thousand eighty (2,080) hours. The normal work day shall be twelve (12) hours which shall include appropriate meal and rest periods. The work period shall relate to the schedule worked out by the Chief with the members of the Department. Any change in the regular work schedule, in days worked and days off for the entire Department shall be posted thirty (30) days prior to implementation. The work schedule shall be characterized by regularity in that the number of days worked in each cycle shall be the same, the number of days off shall be the same and the number of days off shall follow the number of days worked. Nothing in this section shall preclude schedule changes as needed to accommodate sickness, vacations and personal days of members of the Department. The thirty (30) day posting period does not apply to the posting of the monthly schedule.

1. The bargaining unit work schedule shall be twelve (12) hour day (2-2, 3-2, 2-3).

2. The Chief of Police shall use his best efforts to provide adequate notice of any changes to the bargaining unit members affected by the change.

B. Overtime shall be paid at the time and one-half (1½) hourly rate or compensatory time as defined in Article VI, Section C. Work in excess of the regularly scheduled assignment, reflecting work day, work period and two thousand eighty

(2,080) hours annual standard elaborated in Article VI, Section A, is overtime. If the regular work schedule adopted at any time according to the provisions of Article VI, Section A, and Article XVII, Section A does not produce the number of hours required annually by this contract, the Chief shall assign days and hours to make up the difference. Such days and hours shall be assigned evenly throughout the year to the extent possible.

C. Compensatory time shall be computed at the rate of time and one-half (1½). The Employee may request compensatory time instead of paid overtime immediately before working such overtime or immediately after completing the working of such overtime and notify the Chief of Police in writing of his request.

D. Any Employee may accumulate no more than forty (40) hours of overtime to be banked as compensatory time which is equivalent to sixty (60) hours of straight time. For all hours in excess of forty (40) hours of overtime pay, the Employee shall receive only paid overtime compensation. Under no circumstances shall the incurring of additional overtime exposure resulting from the utilization of compensatory time off under this paragraph be permitted.

E. Any compensatory time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

F. In all cases when an Employee is called back to work after having completed a tour of duty, he shall be paid overtime compensation for the additional time worked. The minimum compensation under this paragraph shall be a sum equal

to three (3) hours of overtime of hourly wages during the term of this Agreement.

ARTICLE VII

HOLIDAYS

Each Officer shall receive thirteen (13) holidays annually. Compensation for the thirteen (13) days shall be paid at the Officer's current daily rate as part of the Officer's bi-monthly pay.

ARTICLE VIII

EDUCATION INCENTIVE

A. Police Science the Borough will pay the regular per credit rate at Bergen Community College to a maximum of ten (10) credits per year upon completion.

B. The Borough will pay Two Hundred and Fifty Dollars (\$250.00) annually to Officers who obtain an Associate Degree in Police Science or a related field.

C. The Borough will pay Five Hundred Dollars (\$500.00) annually to Officers who obtain a Bachelor of Arts or Science in Police Science or a related field.

D. No payment shall be made because of a degree obtained prior to January 1, 1978. Employees hired after January 1, 1996 shall not be entitled to benefits under this Article.

E. With prior approval from the Police Committee of attendance at college level courses related to Police Science the payments will be made under paragraphs A,B and C of this Article.

ARTICLE IX

DISCIPLINE

In all cases when an Officer may be subject to disciplinary action as a result of his performance in the line of duty, he shall be advised and have the right to consult with an attorney or anyone else prior to being questioned by his superior.

ARTICLE X

STATE AND FEDERAL LAW

This Agreement is subject to applicable State and Federal law.

ARTICLE XI

CLOTHING ALLOWANCE AND ROTATION DIFFERENTIAL

A. Every Officer shall be paid an annual combined allowance for uniforms, equipment and uniform maintenance. The annual allowance shall be One Thousand Two Hundred Dollars (\$1,200.00). The total amount in each year shall be paid in one (1) check before March 31.

B. All Officers covered by this Agreement are subject to varying work schedules and rotation. In recognition of this, one percent (1%) of each members regular bi-weekly compensation (base, longevity and holidays) shall be paid to all sworn Police personnel up to and including the rank of Sergeant. Said amount shall be paid in a lump sum annually not later than the first payroll in the month of March each year.

ARTICLE XII

OFF DUTY POLICE ACTION

Since all Officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by an Officer while off duty, which would have been taken by an Officer on active duty, because of a clear and present danger to life and property, including first aid, shall entitle him to all the rights and benefits of an Officer on active duty.

ARTICLE XIII

LONGEVITY

A. Each Officer shall receive a longevity payment representing one percent (1%) of his base annual salary after three (3) years of completed service. Thereafter, (after the third (3rd) year) each Employee shall be paid an additional one percent (1%) for every three (3) years of completed service to a maximum of eight percent (8%). All longevity payments shall be paid as part of the Employee's regular pay.

B. All creditable service time as an Employee of the Borough of Haworth shall be used in longevity computation. Effective January 1 of each year, each Officer shall be entitled to the maximum longevity benefit based on his total service.

ARTICLE XIV

SICK LEAVE

A. Each Officer shall be entitled to one hundred twenty (120) hours of sick leave per year. Unused sick days shall continue to accumulate from year to year. There shall be no limit to such accumulation. The Chief may, at his discretion, grant up to forty (40) additional sick hours per year to any Officer with ten (10) or more years of service who has need for additional sick days. Any additional sick days granted on this basis cannot accumulate.

B. Upon retirement, pursuant to the New Jersey Police and Fire Pension Laws an Officer shall be paid cash for half of all his accumulated and unused sick time to a maximum of eight hundred (800) hours as a terminal leave benefit payable at the time of retirement.

ARTICLE XV

VACATION

Each Officer shall be entitled to annual vacation leave as set forth in Appendix

"B".

ARTICLE XVI

PBA BUSINESS

A. The Borough agrees to grant the necessary time off without loss of pay to one (1) member of the PBA duly designated as a State Delegate to attend the regular monthly meeting of the State PBA.

B. The Borough agrees to grant the necessary time off without loss of pay to one (1) member of the PBA selected by the membership as delegate to attend the annual regular State and County Convention of the New Jersey Policemen's Benevolent Association.

C. The PBA shall notify the Borough in writing of the name of the Delegate at least forty-five (45) days prior to attendance at any such meeting or convention.

D. If the Delegate is not scheduled to work when a meeting or convention is held, he shall not be entitled to any additional compensation for his attendance.

ARTICLE XVII

MANAGEMENT RIGHTS

A. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of New Jersey and the United States, including:

1. Executive management and administrative control of the Haworth Police Department, its property and facilities and the activities of its Officers.

2. To hire all Officers and other Employees and, subject to law, to determine the qualifications and conditions for continued employment and service, their assignment and reassignment and to promote and transfer.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under New Jersey Statutes, Titles 40 and 40A, or any other Federal or State law.

C. The Borough reserves the right to make changes in the work schedule provided at least forty-five (45) days advance notice is given.

ARTICLE XVIII

INSURANCE

A. The Borough will provide insurance coverage under this Agreement, protecting all Officers in the event of a civil suit arising out of the performance of their duties, included but not limited to the following: false arrest, libel, malicious prosecution, slander, defamation of character, violation of a right to privacy, invasion of the right of privileges, occupancy and the invasion of civil rights.

B. The Borough reserves the right to change carriers so long as no less coverage is provided.

C. The current medical insurance program (medical, major medical and Rider J) shall be continued during the term of this Agreement.

D. Each Officer who retires shall have the option of continuing such insurance at his expense. The Borough shall cooperate with said retiree in obtaining and maintaining the preferred group premium rate.

E. The Borough shall provide a dental plan covering each Employee who is a member of the PBA.

F. The parties will abide by all statutory mandates.

ARTICLE XIX

PERSONAL DAYS

A. Each Officer shall receive personal days. Personal days are days off from work to attend to personal business with the approval of the Chief of Police. When an Officer wishes to take a personal day, he shall give at least thirty (30) days written notice to the Chief of Police. The Chief may waive the thirty (30) day notice requirement.

B. Twenty-four (24) personal hours each year shall be available to each Officer.

C. An Officer may be awarded one additional vacation day ("Chief's Day") each year, at the discretion of the Chief of Police, for that Officer's outstanding performance in the line of duty, dedication to the community, educational achievement or for an act that brings acclaim to the Officer, the Department or the profession. This day may be awarded at the discretion of the Chief of Police, with the understanding that emphasis is placed on merit and all Officers may not receive the day. The day selected shall not incur overtime.

D. Unused personal days not taken by December 31st will be lost.

ARTICLE XX

PERSONNEL FILES

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

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer of his actions 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 files. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any 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 disciplinary action.

ARTICLE XXI

AGENCY SHOP

A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment with the unit, and any permanent Employee previously employed within the unit who does not join within the ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit; provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE XXII

REPLACEMENTS

No full time Employee covered by this Agreement shall be replaced by any non-police officer, part time or other personnel.

No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-police officer, part time or other personnel.

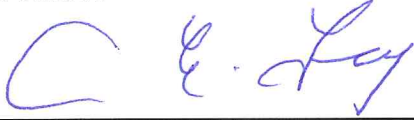
ARTICLE XXIII

TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2012 through December 31, 2014. If a successor Agreement is not executed by December 31, 2014, then this Agreement shall continue in full force and effect until a successor Agreement is executed, after negotiations controlled by the PERC statute and applicable rules.

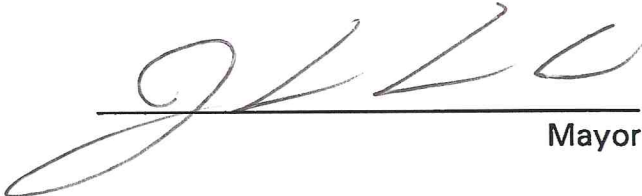
IN WITNESS WHEREOF, the parties have caused the signatures of their duly authorized Officers to be affixed the day first written above.

ATTEST:



Borough Clerk

BOROUGH OF HAWORTH

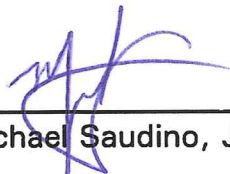


Mayor

ATTEST:



PBA LOCAL 206 (HAWORTH UNIT)



Michael Saudino, Jr.

APPENDIX A-1

Salary Scale (Employees Hired prior to 5/1/04)

PATROL OFFICERS	Effective 01/01/2012	Effective 01/01/2013	Effective 01/01/2014
During 1st Year	\$38,000.00	\$38,000.00	\$38,000.00
During 2nd Year	\$59,180.97	\$60,364.59	\$61,571.88
During 3rd Year	\$67,437.73	\$68,786.48	\$70,162.21
During 4th Year	\$74,126.81	\$75,609.35	\$77,121.54
During 5th Year	\$82,082.38	\$83,724.03	\$85,398.51
During 6th Year and Thereafter	\$102,782.23	\$104,837.87	\$106,934.63
Sergeant	\$110,209.79	\$112,413.98	\$114,662.26
Lieutenant	\$113,584.57	\$115,856.26	\$118,173.38
Captain	\$117,211.39	\$119,555.62	\$121,946.73

This salary schedule shall apply to all Police Officers hired prior to May 1, 2004 and to all Police Officers presently employed by the Borough except, however, that any Officer who is in his fourth year of service under the existing contract on the effective date of this Agreement shall be paid in accordance with the salary schedule for "6th year and Thereafter".

APPENDIX A-2

Salary Scale (Employees hired after 5/1/04)

PATROL OFFICERS	Effective 01/01/2012	Effective 01/01/2013	Effective 01/01/2014
During 1st Year	\$38,000.00	\$38,000.00	\$38,000.00
During 2nd Year	\$56,741.24	\$57,876.07	\$59,033.59
During 3rd Year	\$64,420.83	\$65,709.25	\$67,023.44
During 4th Year	\$72,099.16	\$73,541.14	\$75,011.97
During 5th Year	\$79,778.75	\$81,374.32	\$83,001.81
During 6th Year	\$87,458.34	\$89,207.51	\$90,991.66
During 7th Year	\$95,100.13	\$97,002.13	\$98,942.17
During 8th Year and Thereafter	\$102,782.23	\$104,837.87	\$106,934.63
Sergeant	\$110,209.79	\$112,413.98	\$114,662.26
Lieutenant	\$113,584.57	\$115,856.26	\$118,173.38
Captain	\$117,211.39	\$119,555.62	\$121,946.73

APPENDIX B

VACATION SCHEDULE

0 to One Year	Eight (8) Hours for Each Month of Service to a Maximum of Eighty (80) Hours in the Calendar Year.
First Year to Fifth Year	Eighty (80) Hours Vacation
Sixth Year to Tenth Year	One Hundred Twenty (120) Hours Vacation
Eleven to Fifteenth Year	One Hundred Twenty-Eight (128) Hours Plus Eight (8) Hours for Each Additional Year of Service
Sixteenth to Twentieth Year	One Hundred Sixty-Eight (168) Hours Vacation
Twenty-One Years and Over	Two Hundred Eight (208) Hours Vacation

Unused Vacation Days Not Taken by December 31st Will Be Lost.