

**Memorandum of Understanding  
Borough of Hasbrouck Heights  
and**

**NJ State PBA Local #102 Hasbrouck Heights Unit**

This Memorandum of Understanding shall memorialize the agreement of the Borough of Hasbrouck Heights ("Borough") and the New Jersey State Policemen's Benevolent Association, Local #102 to extend the current collective bargaining agreement expiring on December 31, 2019. Except as modified in this agreement, terms and conditions of employment shall remain at present standards.

1. **Term:** January 1, 2020 to December 31, 2025
2. **Salaries** for all employees shall be in accordance with Exhibit "A" attached hereto.
3. The parties agree to modify/add the following language to the current contact:

**A. Work in Higher Rank**

A police officer, below the rank of sergeant, who is assigned by the Chief of Police or his designee as Tour Commander in excess of ninety (90) shifts within a calendar year shall be paid at the rate of a Sergeant. Pay shall be paid retroactive to the start of the shifts.

**B. Parental Leave**

When an employee or employee's significant other gives birth, the employee shall be given off from work from the day of birth, as well as the following three calendar days following the birth without loss of pay. This shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law

**C. NEW WORKING CONDITIONS**

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. (See N.J.S.A. § 34:13A-5.3)

**D. No Waiver**

1. Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof.
2. 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.

**E. CLAIMS AGAINST OFFICERS**

Ordinance No. 2469, (attached) shall be incorporated into the contract in its entirety by reference.

**F. Article -II PBA Business**

- (a). The Employer agrees to grant the necessary time off without loss of pay to ten percent (10%) of the department as PBA representatives for the New Jersey State Policemen's Benevolent

Association main or mini convention. If ten percent (10%) results in a fraction, the number shall be rounded up.

(b). The Employer agrees to grant the necessary time off without loss of pay to two (2) members of the PBA as representatives to attend any New Jersey State Policemen's Benevolent Association seminars on collective bargaining.

(d). The Employer agrees to grant the right to attend without loss of pay to the PBA State Delegate or any executive board members to attend the monthly Local PBA meeting and executive board meeting. Attending members will be available to attend to calls or emergencies and minimum coverage will be maintained. (For purposes of this article minimum coverage will mean at least two cars on the road for out of Borough meetings and at least one car on the road for meetings held within the Borough)

(e). The Employer agrees to grant the necessary time off without loss of pay to the PBA President or PBA State Delegate to attend the

monthly County Conference meetings, State PBA meetings, and executive board meetings for either.

(f). The employees designated as PBA representatives shall be allowed to conduct PBA business while on duty as long as it does not adversely disrupt the operation of the department.

#### **G. Joint PBA-Management Committee**

(a). A committee consisting of the Mayor and/or his/her designees and a committee representing the PBA shall be established for the purpose of reviewing the administration of the agreement and to resolve problems that may arise. Said Committee will meet when necessary and required.

(b). The purpose and intent of such meetings is to foster good employment relations through communications between the employer and the PBA on such matters:

(c) Discussion of questions arising over the interpretation and application of this agreement;

- d. Disseminating general information of interest to the parties;
- e. Giving PBA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- f. The promotion of education and training;
- g. The elimination of waste and the conservation of materials and supplies;
- h. The improvement of working conditions, the safeguarding of health, prevention of hazards to life and property, and the strengthening of morale of the employees.

#### **H. INTERNAL INVESTIGATIONS**

- (a). The Borough agrees that any establishment of a Brady/Giglio policy or any determinations made by Borough representatives concerning Brady Giglio will be fair and reasonable.
- (b). Provided that same is consistent with the law and Attorney General Guidelines, in those instances where BWC or MVR footage record a use of force event, Officers will have access to

the footage. Should an officer not be provided the opportunity to review any BWC videos prior to providing any statements and inconsistencies between the video and any statements will not be cause for discipline.

(c). (Removed)

(d). BWC records will not be assessed in order to attempt to establish a disciplinary action or investigation. The Department shall not inspect BWC records as a means to initiate discipline. However, it is understood that broader inspection of BWC records may be reviewed as necessary to properly complete an investigation of a specific incident or to address a specific complaint.

## **I. Grievance Procedure Steps**

1. - Paragraph one will be modified as follows: "In the event that any Employee covered by this Agreement has a grievance, then within twenty (20) days, or such time as substantially reasonable, the grievance shall be presented in writing to the immediate supervisor.

**Step 2. - Change "Deputy Chief" to "Supervisor of Division"**

**Step 3 - Reduce time for Chief's response from 12 days to 10 calendar days.**

**Step 4 - Modify to provide that appeals from the decision of the Chief of Police at Step 3 must be presented within 5 days to the Mayor and Council. The Mayor and Council shall then have two days from the second meeting of the Governing Body after presentation of the grievance to respond.**

**J. Furloughs/ Temporary Layoffs:**

**Reasonable notice shall be provided to the bargaining unit and meaningful discussion shall take place prior to any layoff or furlough**

**K. Overtime selection -**

**The parties agree to re-open the contract and negotiate in an overtime selection policy within six (6) months of the signing of this Memorandum of Understanding.**

**4. All other terms of the predecessor agreement shall remain unchanged.**



**L. TERMINAL LEAVE ARTICLE XXXII**

Paragraph "A" will be increased by an additional two (2) months terminal leave upon retirement.

**M. LONGEVITY**

Unit members will receive longevity in their 24<sup>th</sup> year of employment of 12%.

**BOROUGH OF HASBROUCK HEIGHTS**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Police Commissioner

**POLICE BENEVOLENT ASSOCIATION LOCAL #102**

\_\_\_\_\_

EXHIBIT "A"

Employees hired prior to 1/1/2013	2019	2020	2021	2022	2023	2024	2025
% raise		2.00%	0.00%	2.00%	0.00%	3.25%	3.00%
Date of Hire to completion of academy	\$ 34,597	\$ 35,289	\$ 35,289	\$ 35,995	\$ 35,995	\$ 37,165	\$ 38,279
Probationary Patrolman Completion of Academy	\$ 46,114	\$ 47,036	\$ 47,036	\$ 47,977	\$ 47,977	\$ 49,536	\$ 51,022
1st	\$ 60,501	\$ 61,711	\$ 61,711	\$ 62,945	\$ 62,945	\$ 64,991	\$ 66,941
2nd	\$ 72,061	\$ 73,502	\$ 73,502	\$ 74,972	\$ 74,972	\$ 77,409	\$ 79,731
3rd	\$ 83,597	\$ 85,269	\$ 85,269	\$ 86,974	\$ 86,974	\$ 89,801	\$ 92,495
4th	\$ 95,186	\$ 97,090	\$ 97,090	\$ 99,032	\$ 99,032	\$ 102,250	\$ 105,318
5th	\$ 106,750	\$ 108,885	\$ 108,885	\$ 111,063	\$ 111,063	\$ 114,672	\$ 118,112
6th	\$ 118,310	\$ 120,676	\$ 120,676	\$ 123,090	\$ 123,090	\$ 127,090	\$ 130,903
7th	\$ 129,874	\$ 132,471	\$ 132,471	\$ 135,121	\$ 135,121	\$ 139,512	\$ 143,698
8th (added 2021)		\$ -	\$ 142,471	\$ 145,321	\$ 145,321	\$ 150,044	\$ 154,545
9th (added 2023)					\$ 155,321	\$ 160,369	\$ 165,180
Employees hired on or after 1/1/2013	2019	2020	2021	2022	2023	2024	2025
% raise		2.00%	0.00%	2.00%	0.00%	3.25%	3.00%
Date of Hire to completion of academy	\$ 34,597	\$ 35,289	\$ 35,289	\$ 35,995	\$ 35,995	\$ 37,165	\$ 38,279
Probationary Patrolman Completion of Academy	\$ 46,114	\$ 47,036	\$ 47,036	\$ 47,977	\$ 47,977	\$ 49,536	\$ 51,022
1st	\$ 59,054	\$ 60,235	\$ 60,235	\$ 61,440	\$ 61,440	\$ 63,437	\$ 65,340
2nd	\$ 69,172	\$ 70,555	\$ 70,555	\$ 71,967	\$ 71,967	\$ 74,305	\$ 76,555
3rd	\$ 79,289	\$ 80,875	\$ 80,875	\$ 82,492	\$ 82,492	\$ 85,173	\$ 87,728
4th	\$ 89,406	\$ 91,194	\$ 91,194	\$ 93,018	\$ 93,018	\$ 96,041	\$ 98,922
5th	\$ 99,525	\$ 101,516	\$ 101,516	\$ 103,546	\$ 103,546	\$ 106,911	\$ 110,118
6th	\$ 109,642	\$ 111,835	\$ 111,835	\$ 114,072	\$ 114,072	\$ 117,779	\$ 121,312
7th	\$ 119,761	\$ 122,156	\$ 122,156	\$ 124,599	\$ 124,599	\$ 128,649	\$ 132,508
8th	\$ 129,874	\$ 132,471	\$ 132,471	\$ 135,121	\$ 135,121	\$ 139,512	\$ 143,698
9th (added 2021)			\$ 142,471	\$ 145,321	\$ 145,321	\$ 150,044	\$ 154,545
10th (added 2023)					\$ 155,321	\$ 160,369	\$ 165,180

**BOROUGH OF HASBROUCK HEIGHTS**

**ORDINANCE NO. 2469**

**Dated: October 13, 2020**

**AN ORDINANCE TO CREATE A CHAPTER 46 OF THE  
BOROUGH CODE OF THE BOROUGH OF HASBROUCK  
HEIGHTS ENTITLED "DEFENSE AND INDEMNIFICATION"**

WHEREAS, there is currently a trend by public employees and third parties interacting with the municipalities to sue under so called "fee shifting" statutes which provide the award of attorneys' fees even when the plaintiff has received nominal damages as low as \$1.00;

WHEREAS, these "fee shifting" statutes seem to attract lawyers to take what the Borough of Hasbrouck Heights ("Borough" or "Hasbrouck Heights") considers to be baseless allegations of police misconduct or supervisory misconduct, to name just a few such instances, when otherwise these lawyers would not do so;

WHEREAS, it is the sense of the Mayor and Council supported by a widespread belief among elected officials and administrators in municipalities throughout New Jersey that these lawsuits put local governing bodies and local officials at a disadvantage because the statutory "fee shifting" nature of these lawsuits seems to punish governing bodies and the public official defendants in these lawsuits for defending and effectively winning these lawsuits;

WHEREAS, the Mayor and Council wish to adopt an ordinance creating a Chapter 46 of the Borough Code entitled "Indemnity" in order to allow the Borough and the public employees and officials to defend frivolous lawsuits seeking relief under "fee shifting" state and/or federal statutes without being paralyzed by potential attorneys' fee awards for so-called nominal jury verdicts;

WHEREAS, the Mayor and Council believe that the exposure to the Borough in providing indemnity in select cases will be greatly outweighed by the long term effect of vigorously defending frivolous lawsuits by sending a clear message that the Borough will defend all Borough officials and employees including but not limited to members of the Borough's police department in cases where it deems no wrongful conduct was committed without reservation.

**§ 46-1 Definitions**

As used in this chapter, the following terms shall have the meanings indicated:

**OFFICIAL or MUNICIPAL OFFICER**

A present or former municipal employee, police officer, volunteer fire officer, appointee, official, elected official or member of the various boards, agencies and commissions of the Borough of Hasbrouck Heights, Bergen County, New Jersey.

**§ 46-2 Civil actions.**

**A.**

This section hereby expressly adopts and incorporates all term definitions set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-3, as the definitions of any such terms included herein.

**B.**

The Borough may provide for the indemnification and/or defense of any legal actions or proceedings claimed, threatened or instituted against any past or present Borough Official or Municipal Officer (if the underlying allegations of said civil action reasonably relate to or arise from their execution of their official duties) to the extent hereinafter set forth, and may save harmless and protect such persons from any financial loss resulting therefrom, as determined by the Borough.

**C.**

The Borough is hereby empowered to provide for the indemnification and/or defense of any legal actions or proceedings claimed, threatened or instituted against past or present Borough Officials or Municipal Officers to the extent hereinafter set forth, and may save harmless and protect such persons from any financial loss resulting therefrom, as determined by the Borough.

**D.**

The Borough is empowered to provide for the indemnification and/or defense of any legal action or proceeding claimed, threatened or instituted whenever such action or proceeding has been or shall be brought against any Official or Municipal Officer for acts or omissions arising out of and directly related to the lawful exercise of the Official or Municipal Officer's official duties.

**E.**

In indemnifying or defending any such Officials or Municipal Officers, the Borough may incur all costs of defending such action or proceeding, including reasonable attorneys' fees and expenses, together with the amount owed on any settlement or final judgment, including attorneys' fees and costs awarded to a prevailing party and costs of appeal, if required.

**F.**

The Borough is empowered to provide for the indemnification of exemplary or punitive damages and legal fees resulting from the civil violation of state or federal law if, in the opinion of the Mayor and Council, the acts committed did not constitute actual fraud, actual malice, willful misconduct or intentional wrong. Any such indemnification shall be by resolution of the Mayor and Council.

**G.**

Notwithstanding anything to the contrary set forth above, the Borough shall not be responsible for any defense or indemnification under any of the following conditions (this list is not exhaustive):

**(1)**

If any policy of liability insurance or legal defense fund (e.g., PBA Legal Defense Fund) is available for defense and/or indemnification;

**(2)**

Where the Official or Municipal Officer is served with any claim, summons, complaint, process, notice, demand or pleading and the employee fails to deliver,

within 20 calendar days of the receipt thereof, the original or exact copy thereof to the employee's department head, the Borough Administrator or the Borough Attorney;

(3)

Where the Official or Municipal Officer fails to fully cooperate with the Borough in the preparation or defense of the action or proceeding; and

(4)

Where the Official or Municipal Officer refuses to accept representation by an attorney assigned by the Borough.

H.

This section shall take effect upon final passage and publication in accordance with law and be effective and cover all present and future claims, actions, proceedings, judgments and awards.

#### § 46-3 Criminal actions.

A.

The Borough of Hasbrouck Heights may defray the costs of defending any criminal action against any Official or Municipal Officer (if the underlying allegations of said criminal action reasonably relate to or arise from the Official or Officer's execution of their official duties), provided that:

(1)

It is authorized by state statute, municipal ordinance and by resolution, and provided that the criminal proceedings have been dismissed or result in a final disposition in favor of the Borough Official or Municipal Officer; and

(2)

The Mayor and Council determines that there is no good cause to dismiss or discipline or censure the Official or Municipal Officer arising out of the incident or related incidents of the criminal proceedings; and

B.

The Borough of Hasbrouck Heights may provide for the defense of any criminal action against any Official or Municipal Officer, provided that it is authorized by state statute, municipal ordinance and by resolution and such defense is not herein otherwise limited or covered by another legal defense fund or any policy of insurance.

#### § 46-4 Limitations.

The Mayor and Council may not approve indemnification of the defense of any action (this list is not exhaustive), if:

A.

The act or omission complained of was not within the scope of employment or authority of the Borough Official or Municipal Officer.

B.

The act or omission complained of constitutes or there is reasonable evidence presented that suggests it may constitute in the reasonable opinion of the Mayor and Council actual fraud, willful misconduct or actual malice.

C.  
The defense of the action or proceeding would create a conflict of interest or the perception of a conflict of interest between the Borough and the Official or Municipal Officer involved.

D.  
The Official or Municipal Officer has failed to deliver to the Mayor and Council, within 20 calendar days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, the original or copy of such document or thereafter fails to cooperate with the Borough in the defense of the matter.

E.  
The Official or Municipal Officer fails to request the defense of any action.

F.  
The action for which indemnification is sought was brought by the Borough against the Official or Municipal Officer or was initiated because of a complaint made or supported by the Borough.

§ 46-5 Method to provide for the defense of actions.

If the Mayor and Council determines to provide a defense as authorized in this section (this list is not exhaustive), it may do so by any of the following:

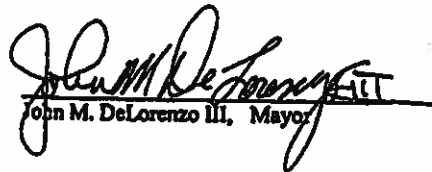
A.  
The Borough Attorney, if the Borough Attorney and the employee or Official requiring defense determine that there is no ethical conflict created by said representation; or

B.  
Hiring an attorney of Borough's choice and paying the same directly; or

C.  
Reimbursing the Official or Municipal Officer for reasonable attorney's fees (as reasonable is determined by the Borough Attorney) expended or obligated to be expended by such official in the defense of the action at the current municipal rate charged by attorneys working for the Borough.

§ 46-Additional provisions.

In addition to the provisions hereof, all Officials and Employees of the Borough shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq., and N.J.S.A. 59:10A-1 et seq.

  
John M. DeLorenzo III, Mayor

Motion by: Councilman J. J. Jari  
Second by: Councilwoman P. P. P. P.

**Roll Call:**

COUNCIL	ABSTAIN	SECOND	YEA	NAY	ABSTAIN	SECOND	ABSTAIN
D'Ala			✓				
DeAngelis			✓				
DiStasio			✓				
Clerk		✓	✓				
Costello	✓		✓				
McManus			✓				

I hereby certify that the foregoing Resolution was finally adopted by the Borough Council at a meeting held on October 27, 2020, and approved by the Mayor on the same date.

  
Laurie Varga, Borough Clerk