

2068

A G R E E M E N T

Between

TOWNSHIP OF SOUTH HACKENSACK

and

TOWNSHIP OF SOUTH HACKENSACK PBA, LOCAL 102

---

January 1, 1990 through December 31, 1992

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LAW OFFICES:

LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880

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PREAMBLE

THIS AGREEMENT, made this            day of            ,  
1991, between the TOWNSHIP OF SOUTH HACKENSACK, a municipal  
corporation of the State of New Jersey, hereinafter referred to  
as the "TOWNSHIP" and the SOUTH HACKENSACK POLICE DEPARTMENT,  
LOCAL 102, hereinafter referred to as the "DEPARTMENT".

WHEREAS, the parties have carried on collective  
bargaining for the purpose of developing a contract covering  
salaries, hours of work, and other conditions of employment as  
set forth herein; and

WHEREAS, it is the desire of the parties herein to  
maintain and promote a harmonious relationship between the  
Township and such of its Employees as are covered by the  
provisions of this Agreement,

NOW THEREFORE, in consideration of the promises and  
mutual agreements herein contained, the parties hereto agree  
with each other in respect to the Employees of the Township  
recognized as being represented by the Department as follows:

## ARTICLE I

### RECOGNITION

The Township hereby recognizes the Department as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all full time law enforcement personnel for the Township but excluding the Chief of Police and Deputy Chief of Police.

The Department recognizes that the Township is a public benefit corporation and it was created and exists by virtue of statutory enactments and it is in the nature of a political subdivision and that its operations are for public benefit.

By reason hereof, the Department and the Township acknowledge that the power of the Township and Department to enter into this Agreement or any other provisions thereof is or may be subject to legal limitations; and in the event any part or any provision herein contained, rendered, or declared invalid or any decree of a Court or tribunal of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof.

The parties hereto further agree that this Agreement shall be subject to, comply with and be governed by all applicable laws, decisions, rulings and regulations of any Court or tribunal of competent jurisdiction.

(B) SPECIAL POLICE AND CROSSING GUARDS: The

Department hereby recognizes that the Township has the right in its discretion to utilize the services of the Special Police and Crossing Guards does not change any of the benefits granted herein to the Department.

## ARTICLE II

### MANAGEMENT RIGHTS

(A) All rights, duties, powers, authority and responsibilities conveyed to and vested in the Township previous to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States are hereby retained by the Township. These rights, duties, powers, authority and responsibilities shall be limited only by the terms of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of the policies, rules, regulations, and practices thereof and the use of judgment and discretion in connection therewith shall be in conformance with the Constitution and Laws of New Jersey and the United States.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under Revised Statutes Annotated 40 or any other National, State, County, or Local laws or ordinances as in existence at the time of execution of this Agreement.

## ARTICLE IV

### EMPLOYEE RIGHTS

(A) There shall be no discrimination, interference or coercion by the Township or any other agent against the Department because of membership or activities of any member of the Police Department by reason of appointment by the Department to the negotiating committee.

The Department or any of its agents shall not intimidate or coerce Employees into membership. Neither the Township nor the Department shall discriminate against any Employee because of race, color, age, sex, or national origin. Except as otherwise provided herein, the Employer shall retain all civil rights as provided under Federal and New Jersey State Laws.

(B) All rights, privileges, and benefits which the members of the Department enjoyed prior to this Agreement are retained by the members of the Department except as those rights, privileges, and benefits which are specifically abridged or modified by this Agreement.



ARTICLE VII

WAGES

Wages shall be paid to all Employees covered by this Agreement in accordance with Appendix "A" attached hereto and made a part hereof.

Employees assigned to the Detective Bureau shall be compensated with an additional sum each year designated as "Detective Differential". The annual "Detective Differential" for the calendar year 1988 shall be Four Hundred (\$400.00) Dollars. Effective January 1, 1989, the annual "Detective Differential" shall be Eight Hundred (\$800.00) Dollars.

## ARTICLE V

### NO STRIKE AND NON-INTERFERENCE

It is recognized that the need for continued and uninterrupted operation of the Township's Department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. Therefore, the parties hereto agree that there shall be and that the Department, its Officers, agents, members, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lock-outs, mass absenteeism, or other similar action which would result in suspension of or interference with normal work performance. The Township shall have the right to discipline or discharge any Employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference in accordance with applicable law.

The Department shall not be liable for any unauthorized acts of its unit Employees provided the Department will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or any aforementioned and ordering all who participate in such activities to cease and desist from same immediately, to return

ARTICLE III

RECOGNITION OF CHAPTER 303

The parties recognize and affirm that their relationship is covered by New Jersey Employer-Employee Relations Act, the Laws of 1968, Chapter 303 N.J.S.A. 34:13A-1 et seq. as amended; and they agree that the conduct and procedures of their collective negotiations to be bound by the Rules and Regulations of the New Jersey Public Employment Relations Commission.

to work along with such other steps that may be necessary under the circumstances to bring compliance with its order.

ARTICLE VI

DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any Employee regardless of his seniority for good and just cause.

Said disciplinary action shall be governed by and subject to the laws of the State of New Jersey.

## ARTICLE VIII

### PERSONNEL FILES

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

Any member of the Police Department may, by appointment, review his personnel file. 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 personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

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

## ARTICLE IX

### DURATION

This Agreement shall encompass a three-year term. That is one which would span the period January 1, 1990 through December 31, 1992 and shall remain in full force and effect until midnight, December 31, 1992. All rights, duties, and obligations created hereunder shall be retroactive to January 1, 1990.

If upon expiration of this Agreement on midnight December 31, 1992, a new Agreement has not been entered into between the parties, then this Agreement shall continue in full force and effect until a new Agreement shall be executed between the parties. This contract shall remain in full force and effect after midnight, December 31, 1992 until another contract has been fully executed by the parties.

ARTICLE X

LONGEVITY

All full time Employees of the Department shall receive longevity pay as calls:

1% after one (1) year, up to and including four (4) full years of service.

2% after four (4) full years of service

4% after eight (8) full years of service

6% after twelve (12) full years of service

8% after sixteen (16) full years of service

10% after twenty (20) full years of service

This shall be the maximum longevity payments any full time Employee shall be entitled to.

For the purpose of determining longevity increments, years of service shall be calculated as follows:

If the Employee's anniversary date of any particular year is prior to July 1 of that year, then that entire year shall be considered as one (1) full year of service.



If the Employee's anniversary date of employment is after July 1, payments will begin as of January 1st of the following year.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

A. This contract shall apply to all full time Police Officers of the Police Department of the Township of South Hackensack. The Police Department work schedule shall be four days of work, followed by two days off. This is commonly known as the "4-2 work chart". The first shift shall be at 11:00 P.M. to 7:00 A.M., the second shift shall be from 3:00 P.M. to 11:00 P.M., and the third shift shall be from 7:00 A.M. to 3:00 P.M. The current work chart and schedule procedure shall continue.

B. Overtime shall be paid for all work performed in excess of eight (8) hours in any Day or for any work on a regular day off as defined by the annual 4-2 work chart. There shall be no pyramiding or duplicating overtime hours when calculation of same is determined.

C. The Overtime rate of compensation for each employee shall be calculated by adding the employee's base rate of compensation (Appendix A) and the employee's longevity entitlement (Article X). The sum of these two amounts shall be divided by Two Thousand and Eighty (2080) to calculate the

straight time rate and then multiplied by one and one half (150%) to calculate the overtime rate. The parties acknowledge that the 4-2 work chart produces less than Two Thousand and Eighty (2080) hours annually. The Two Thousand and Eighty (2080) calculated is negotiated for the sole purpose of establishing a rate for overtime compensation.

D. Whenever any member of the Department shall be required to appear before any Court or Administrative proceeding except in a civil action and when such appearance occurs outside his assigned duty hours, he shall be compensated for said appearance at the rate of time and one-half ( $1\frac{1}{2}$ ) of the said Employee's hourly base rate of pay with a minimum of three (3) hours of overtime compensation per appearance.

When said appearances occur during the member's assigned duty hours he shall receive no extra compensation other than his regular base pay.

## ARTICLE XII

### HOSPITALIZATION AND LIFE INSURANCE

The Township shall maintain the same or similar type of medical coverage and life insurance as is currently being provided for the members of the Department. However, should the Township change from one carrier or company to another, this change shall be done in such a manner so that all coverage will be continuous and without interruption or loss of any benefits.

ARTICLE XIII

CLOTHING ALLOWANCE

The annual clothing allowance shall be Four Hundred (\$400.00) Dollars per Employee, and an annual weapon allowance of Fifty (\$50.00) Dollars. The clothing allowance shall be for the purchase or replacement of clothing and maintenance of clothing and shall be paid only upon presentment of a Township voucher and supporting evidence of replacement and maintenance. The weapon allowance shall be paid upon presentment of Township voucher and supporting evidence of replacement, repair and maintenance of equipment or purchase of special ammunition.

## ARTICLE XIV

### PERSONAL DAYS

Each member of the Department shall be entitled to receive each calendar year, three (3) days off, which shall be considered as a personal day off. Said personal days off shall be granted after it has been first approved by the Chief of Police and it shall not conflict with the proper performance of the Police Department. Said days must be used within each year or will be deemed waived.

## ARTICLE XV

### VACATION

The vacation period for each member of the Department shall begin on January 2, of each vacation year and shall continue in effect until December 15 inclusive of the same year. Annual vacation will be granted to Employees covered by this Agreement who have completed the required service of eligibility date of the particular vacation year as provided below:

1. Patrolman appointed to the Department during the period from January 1, through June 30 inclusive of the vacation year shall be entitled to five (5) working days vacation during said vacation year. Patrolmen appointed from July 1 to December 31, inclusive of vacation year shall not receive any vacation during said vacation year.
2. All members of the Department having completed less than five (5) full calendar years of service as of 12:01 A.M., January 1, of the vacation year shall be entitled to receive ten (10) working days of vacation time. Each member having completed less than twelve (12) full calendar years of service but more than five (5) full calendar years of service as of 12:01 A.M., January 1, of the vacation year shall be entitled to fifteen (15) working days of vacation time in that particular vacation year. Each Employee of the Department having completed less than sixteen (16) full calendar years of service but more than twelve (12) full calendar years of service as of 12:01 A.M. of the vacation

year shall be entitled to receive twenty (20) working days of vacation time during said vacation year. Each member of the Department having completed more than sixteen (16) full calendar years of service as of 12:01 A.M., January 1, of the vacation year shall be entitled to receive twenty-five (25) working days of vacation during said vacation year.

3. Vacations shall be chosen by all members of the Department in the order of seniority and the rank of their unit.
4. Vacation periods shall not be scheduled between December 15, and January 2 without permission of the Chief of Police and shall be completed by December 15.



ARTICLE XVI

FUNERAL LEAVE

Each full time Employee shall be entitled to be absent without loss of pay because of attendance of the funeral of any of the following named relatives: One (1) days absence with full pay while attending the funeral of uncle, aunt, brother-in-law, sister-in-law, nephew, niece, and from the time of death to and including the day following the funeral in case of death of wife, husband, child, father, mother, brother, sister, grandfather, grandmother, father-in-law or mother-in-law.

ARTICLE XVII

HOLIDAYS

All members of the Department shall be paid one (1) full day's pay for each of the following holidays regardless of whether or not the individual works on said days:

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

## ARTICLE XVIII

### TERMINAL LEAVE

Terminal leave shall be given to an Employee who retires with at least twenty-five (25) years or more service to the Township. Terminal leave shall be a maximum of three (3) months.

## ARTICLE XIX

### MAINTENANCE OF STANDARDS

All rights, privileges, and benefits which the members of the Department enjoyed prior to this Agreement are retained by the members of the Department except as those rights, privileges, and benefits which are specifically abridged or modified by this Agreement.

ARTICLE XX

EDUCATIONAL PROGRAM

(A) Educational Credits - An Associates Degree in Police Science earns One Thousand (\$1,000.00) Dollars Bonus. (One time payable).

(B) Payment by the Township shall be made after the Employee has submitted a Township voucher for same with proper certification from an accredited college.

(C) Any member of the Department who attends an endorsed Police school during his off duty time shall receive the sum of Seven (\$7.00) Dollars per day each day of attendance at said school plus Fifteen (\$.15) Cents per mile, and tolls. Attendance at such school shall be submitted for approval to the Chief of Police ten (10) days prior to the initial day of the course. The granting of such approval shall be solely in the discretion of the Chief of Police. The said sum of Seven (\$7.00) Dollars per day, Fifteen (\$.15) Cents per mile, and tolls, shall not be paid to any member of the Police Department which is enrolled as a student matriculating Police Science course at an accredited college. Any member of the Department who attends an endorsed Police school during duty time shall

receive Fifteen (\$.15) Cents per mile and tolls.

## ARTICLE XXI

### SICK LEAVE

Accumulated Sick Leave - Each full time member of the Department shall accumulate sick leave on the basis of sixteen (16) days of such leave per year. Sick leave may be accumulated from year to year and shall be unlimited sick time. At the time of separation due to full twenty-five (25) year service to the Township or twenty-five (25) of P.F.R.S. or P.E.R.S. retirement, each Employee shall be compensated with pay on the basis of a maximum of ninety-five (95) days of sick leave.

After ten (10) years, each Employee who is separated due to voluntary resignation, or retirement, shall be compensated for one-half ( $\frac{1}{2}$ ) of the accumulated sick leave to a maximum of forty-five (45) days. After five (5) years, each Employee who is separated due to voluntary resignation shall be compensated for one-quarter ( $\frac{1}{4}$ ) of accumulated sick leave to a maximum of twenty-two and one-half ( $22\frac{1}{2}$ ) days. No compensation for sick leave will be given to any Employee who is separated due to voluntary resignation under five (5) years of service.

When an Employee has depleted his accumulated sick

time for any illness, not in the line of duty the Township will pass a resolution granting the Employee up to three (3) months sick leave with pay each year which shall include any sick days accumulated during the current year.

All full time Employees in order to receive their ninety-five (95) days compensation must serve notice to the Township by January 15 of their retirement year in writing: Upon retirement the ninety-five (95) days compensation will be based on their base pay for that year. Credit toward accumulated sick time will be based on unused sick time as of the year 1973.

A Doctor's certificate shall be brought in after one (1) week of continuous sick days.



## ARTICLE XXII

### INSURANCE

The Employer will indemnify all Employees covered by the Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

ARTICLE XXIII

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

Any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty if present or available and where human safety or health is in peril or where there is an offense committed in the presence of the off duty Officer then the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

ARTICLE XXIV

WORK INCURRED INJURY

When an Employee covered under this Agreement suffers a work-connected injury or disability the Township 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 Worker's Compensation Act shall be paid over to the Township.

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 certificate from time-to-time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician or physician employed by the Township or by the insurance carrier, then and in that event the burden shall be upon the Employee to establish such additional period of disability by obtaining judgment in the

Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

For the purpose of this Article the injury or illness incurred while the Employee is attending a Township sanctioned training program shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing Court.

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 or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## ARTICLE XXV

### PROCEDURE FOR INVESTIGATION

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

1. The interrogation of member of the force shall be at a reasonable hour preferably when the member of the force is on duty unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred at the initial contact.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only he should be so informed.
4. The questioning shall be reasonable in length and reasonable respites shall be provided for personal necessities meals, telephone calls and rest periods.
5. The investigation shall be conducted in a dignified manner and the member of the force shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings the Department shall afford an opportunity for a member of the force if he requests to consult with counsel and or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force which shall not delay interrogation beyond one (1) hour for consultation with his Association representative nor more than two (2) hours for consultation with his attorney.
7. In cases other than Departmental investigations if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

## ARTICLE XXVI

### GRIEVANCE PROCEDURE

This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions effecting them including safety related issues. The definition of a "grievance" shall include "minor" disciplinary actions that is those actions which impose a penalty of a ten (10) day fine or suspension or a lesser penalty (Penalties which exceed such level would not be subject to the Grievance procedure, instead they would be dealt with under existing law.). A grievance may be raised by an individual Employee or group of Employees of the PBA.

A. STEP ONE

In the event any Employee or group of Employees has a grievance, then within ten (10) calendar days from the date of the event being grieved or from the date when he knew or should have known of the occurrence of the act being grieved, the grievance shall be presented in writing to the Chief of Police. The Chief of Police shall respond to the grievance within ten (10) calendar days. Failure of the Chief to respond to the grievance within ten (10) calendar days shall be deemed a denial of grievance.

(B) STEP TWO

If the grievant(s) wishes to pursue the grievance beyond the Chief of Police then the grievance shall be presented in writing to the grievance shall be presented in writing to the Police Commissioner within seven (7) days of the date of the rejection of the grievance by the Chief of Police. The Police Commissioner shall have ten (10) days within which to consider the grievance and response. Failure to respond within the time limit provided shall be deemed a denial of the grievance.

(C) STEP THREE

If the grievant(s) wishes to pursue the grievance beyond the Police Commissioner, then the grievance shall be presented in written form to the Township Committee (service to be made on the Township Clerk) within seven (7) days of date of the rejection by the Police Commissioner. The Township Committee shall have twenty (20) calendar days to consider the grievance and response. Failure to respond shall be considered a denial of the grievance.

(D) STEP FOUR - ARBITRATION

1. If no satisfactory resolution of the grievance is reached at STEP THREE, then within ten (10) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. 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 the Agreement.

3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision



rendered by the Township Committee on the decision rendered by the Township Committee 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 decide any matter in dispute that is subject to Civil Service Commission review and decision.

4. Any Employee covered by this Agreement may have the right to process his own grievance with his representative.
5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be considered final.

IN WITNESS WHEREOF, the parties have hereunto caused their presence to be signed by their proper officials and agents and caused their seals to be affixed hereto the date and year first written above.

ATTEST:

Marie Nosta

TOWNSHIP OF SOUTH HACKENSACK:

[Signature]

ATTEST:

John J. Cogan Chief

SOUTH HACKENSACK POLICE  
DEPARTMENT, LOCAL 102

[Signature]  
[Signature]  
[Signature]  
[Signature]

APPENDIX "A"

SALARY SCALE

	<u>Eff.</u> <u>1/1/90</u>	<u>Eff.</u> <u>7/1/90</u>	<u>Eff.</u> <u>1/1/91</u>	<u>Eff.</u> <u>7/1/91</u>	<u>Eff.</u> <u>1/1/92</u>
Captain	\$51,423	\$53,994	\$56,154	\$58,961	\$63,678
Lieutenant	48,900	51,345	53,399	56,068	60,554
Sergeant	46,343	48,661	50,607	53,137	57,388
<u>Patrolman</u>					
After 4th Yr.	\$43,807	\$45,997	\$47,837	\$50,229	\$54,247
After 3rd Yr.	41,234	43,296	45,027	47,279	51,061
After 2nd Yr.	37,980	39,879	41,474	43,548	47,032
After 1st Yr.	32,867	34,510	35,891	37,685	40,700
During balance of 1st yr. of Employment after Academy	26,491	27,815	28,928	30,374	32,804
Academy (during basic training in police Academy upon hire)	20,000	20,000	22,000	22,000	24,000