



Borough of Harrington Park

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RESOLUTION

BOROUGH OF HARRINGTON PARK BERGEN COUNTY

WHEREAS, the Mayor and Council and the Harrington Park Policemen's Benevolent Association Local 233 have been negotiating a new police contract; and

WHEREAS, the Police Contract negotiating committee of the Council has recommended that the Mayor and Council accept the proposed changes for the years January 1, 2004 and continuing through December 31, 2008; and

WHEREAS, the stability of the Borough and welfare of its residents is best served when there is a negotiated contract for the police; and

WHEREAS, the Mayor and Council are satisfied that it is in the best interests of the Borough to accept the proposed contract.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Harrington Park, County of Bergen, State of New Jersey as follows:

1. The Mayor, Borough Clerk or such other authorized person shall sign, execute and deliver the new collective bargaining agreement on behalf of the Borough of Harrington Park.
2. The retroactive salaries shall be paid to police personnel pursuant to the terms of the contract and provided for herein.

#####

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough Council at a meeting held on Monday, November 8, 2004

Susan S. Nelson
Deputy Borough Clerk

AGREEMENT BETWEEN

BOROUGH OF HARRINGTON PARK

AND

*HARRINGTON PARK POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 233*

January 1, 2004 - December 31, 2008

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PREAMBLE

1.01 *THIS AGREEMENT, made this 22 Day of _____, 2004, by and between the BOROUGH OF HARRINGTON PARK, hereinafter referred to as the Employer and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (HARRINGTON PARK UNIT), hereinafter referred to as the PBA;*

1.02 *WHEREAS, the Employer and the PBA 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 any by both parties.*

NOW THEREFORE, it is agreed:



2.0

ASSOCIATION RECOGNITION CLAUSE

2.01 *The Employer recognizes the PBA as the exclusive bargaining representative for collective negotiations with respect to all negotiable items of employment of all members of the police department of the Borough of Harrington Park except those police officers holding a rank higher than Captain.*

Specifically included in recognition are probationary Police Officers, as to whom recognition is (1) limited in scope to collective negotiations with respect to all negotiable items of employment, and (2) not to be construed as granting any right or privilege enjoyed by permanent Police Officers in addition to those established by this contract as negotiable items of employment, and (3) not to be construed as limiting any right afforded by the Employer by law.

Specifically excluded from recognition are Police Officers holding a rank higher than that of Captain, special police officers, part-time police officers, crossing guards, marshals, dispatchers and the like, if any.

2.02 *No police officer shall be compelled to join the PBA but each shall have the option to voluntarily join the PBA. The terms "Police Officer", "Employee", "member", and the like, as used herein shall include the plural, the singular, and both feminine and masculine genders.*

2.03 *The terms "Police Officer", "Employee", "member" and the like, as used herein, shall mean members of the police department of Harrington Park except those holding a rank higher than Captain. The term "Police Officer" (lower case) shall apply to all members of the Harrington Park Police Department. The terms, "Section" and "Article" are*

interchangeable and refer to the numerical paragraph divisions.

2.04 *The Employer will not negotiate or make any contract or memorandum of agreement with any entity other than the PBA with regard to any negotiable issue of this Agreement.*

3.00 **EMPLOYEE'S BASIC RIGHTS**

3.01 *Pursuant to N.J.S.A. 34:13A-1.1 et seq., the Employer hereby agrees that every Police Officer has the right freely to organize, join and support 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, deprive or coerce any Police Officer in the enjoyment of any rights conferred by law.*

3.02 *The Employer shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of membership in the PBA and its lawful affiliates, participation in any activity of Employer, or the institution of any grievance, complaint or proceeding under this Agreement.*

4.00 **ASSOCIATION REPRESENTATION**

4.01 *The PBA shall forthwith designate one Police Officer as representative and one Police Officer as alternate to act in behalf of the association with respect to the terms of this Agreement. Within thirty-six (36) hours of designation, the PBA shall (without request by the Employer) so notify in writing the Chief of Police.*

4.02 *Upon the substitution of the representative or alternate, the PBA shall within thirty-six (36) hours thereof (and without request by the Employer) so notify in writing the Chief of Police.*

4.03 *The Employer shall recognize said representative or alternate as sole agent for the PBA, as is more particularly set forth below. For these purposes, the Employer shall first make reasonable efforts to communicate with the representative. If he is unavailable, the Employer shall then attempt to communicate with the alternate.*

4.04 *The authority of the representative and alternate shall be limited to, and shall not exceed, the following duties and activities:*

(1) *The investigation and presentation of grievances in accordance with the provision of this collective bargaining agreement. Investigation, as used herein, shall mean the review of evidence and circumstances surrounding the occurrence in question, provided the same is of a civil nature as distinguished from a criminal nature. Presentation, as used herein, shall mean the authority to represent one or more members of the PBA, within the limitation imposed by law. Said investigation, if performed, shall be during off duty hours and without compensation unless the investigation is conducted upon written request of the Chief of Police. Notwithstanding the foregoing, discovery shall not be denied in any disciplinary proceeding.*

(2) *To act as agent for each member of the PBA in the transmission of messages and information to and from the Employer.*

4.05 *Only when the representative or alternate is scheduled for his or her normal tour of duty shall he or she be granted time with pay for his or her scheduled working hours to*

investigate and present grievances upon written request of the Employer and to attend meetings and conferences on collective negotiations with the Employer.

5.00

EXISTING LAW

5.01 *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.*

6.00

NON-DISCRIMINATION

6.01 *There shall be no discrimination by the Employer or the PBA against any Police Officer on account of race, color, creed, sex or national origin.*

6.02 *There shall be no discrimination, interference, restraint or coercion by the Employer of any of its representatives against any Police Officer because of his or her membership or non-membership in the PBA or because of any lawful activity by him or her on behalf of the PBA.*

The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any Police Officer who is not a member of the PBA.

7.00

NON-STRIKE PLEDGE

7.01 *It is recognized that the need for continued and uninterrupted operation of the Employer's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.*

7.02 *The PBA covenants and agrees that, during the term of this Agreement, neither the PBA*

nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of any Police Officer from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Police Officer's duties of employment), work stoppage, slowdown, walk-out or other job action against the Employer.

7.03 *The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action and directing all members who participate in such activities to cease and desist from such activity immediately and to return to work and to take such other steps as may be necessary under the circumstances to bring about compliance with its order.*

7.04 *In the event of a strike, slowdown, walkout or job action, it is agreed that participation in any such activity by any PBA member shall entitle the Employer to take appropriate disciplinary action including possible discharge in accordance with applicable law.*

7.05 *Nothing contained in this Agreement shall be construed to limit or restrict the Employer its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.*

8.00

POLICE OFFICERS' BILL OF RIGHTS

8.01 *Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality. The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust. The wide-ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers designated by the Chief of Police and the Employer.*

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

- (1) The interrogation of an Employee shall be at a reasonable hour, preferably when the member of the force is on duty, unless the needs of the investigation dictate otherwise. No scheduled compensation shall be lost by virtue of such interrogation.*
- (2) The interrogation shall be at police headquarters or at a location reasonably connected to the investigation.*
- (3) The Employee shall be informed of the nature of the investigation before any interrogation commences, including the names of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the Employee is being interrogated as a witness only, he should be so informed at the initial contact.*

- (4) *The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.*
- (5) *The Employee shall not be subject to offensive language, nor threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.*
- (6) *Interrogation conducted on behalf of the Employer by any person to whom the Chief of Police is subordinate shall be recorded. In any event, there will be no "off the record" questions. The transcript of any recorded investigation shall be made reasonably available to the Employee; however, the Employer shall not be caused to incur any expense in connection therewith.*
- (7) *At any time an Employee is under investigation regarding the commission of a crime and is a target of the investigation, before interrogation of the Employee shall commence, he shall be apprized of his right to counsel.*
- (8) *In all disciplinary proceedings where the Employee is charged in those situations stated in (g) above, the Employer shall afford a reasonable opportunity for the Employee, if he or she so requests, to consult with counsel. Reasonable opportunity shall mean not more than twenty-four (24) hours.*

9.00

SALARIES

9.01 *The base salaries of Police Officers covered by this Agreement shall be as is set forth in Appendix "A".*

9.02 *The base annual salary for the period covered by this Agreement shall, along with all other economic items, be retroactive to and take effect on January 1, 2004, and any monies due Police Officers by virtue of this clause shall be paid as soon as is practicable.*

10.00

WORK DAY, WORK WEEK & OVERTIME

10.01 *The work day of each Police Officer (as defined by Section 2.03) shall continue to be an eight (8) hour tour which shall continue to include appropriate meal and rest periods, as before.*

Effective upon the execution of the January 1, 2004 – December 31, 2008 contract, the Employer agrees to maintain a minimum of two Police Officers to be on duty seven days a week, between 0700 Hrs. and 0200 Hrs. However, in the event, after the Employer has made all reasonable attempts to insure that the two Police Officer minimum is maintained, and no Employees are available to cover the secondary tour or any portion of the secondary tour, then at no time will the Employer be obligated to order an Employee to work in order maintain the two Police Officer minimum coverage. This minimum staffing agreement shall not in any manner limit the Chief of Police from fully and effectively managing the Police Department.

The parties agree to establish a work schedule committee composed of an equal number of representatives from both the employer and the PBA. The work schedule committee

shall meet regularly for the purpose of reviewing and making recommendations as to work schedule options.

10.02 *Overtime shall be paid to each Police Officer at the rate of one and one-half (1½ times) his or her regular hourly rate, which shall be determined by dividing the base pay by two thousand eighty (2,080). Prior to September 1, 2001, base pay shall include longevity. Commencing September 1, 2001, base pay shall include longevity and holiday pay pursuant to paragraph 19.02 of this Agreement.*

10.03 *Overtime shall continue to be paid to each Police Officer for work in excess of eight (8) hours during the workday.*

10.04 *Except as otherwise herein provided, where overtime is offered on a voluntary basis, it shall be offered to full time officers first on a rotating basis fairly and equally without regard to rank or pay scale. However, nothing herein shall in any manner limit the Chief of Police from fully and effectively managing the Police Department.*

10.05 **MINIMUM RECALL TIME**

Subject to the following, in each case when the time off of a Police Officer is interrupted because he or she is called for duty, he or she shall be guaranteed a minimum of three (3) hours of overtime pay. Upon his or her completion of the task or tasks for which he or she was summoned, the Police Officer shall be discharged from duty, irrespective of the fact that he or she may have completed said task or tasks in less than three (3) hours.

This provision shall not apply to (1) TRAINING TIME pay (Section 14.00 et seq.); (2) those times any member is ordered to report early for his or her regularly scheduled shift; or (3) those times any member is held over, ordered, or otherwise required to remain on duty after the termination of his or her regularly scheduled shift.

When any Police Officer is ordered to report early for his or her regularly scheduled shift, overtime will be computed solely in accordance with the provisions of Sections 10.01 through 10.04. When any member is held over, ordered, or otherwise required to remain on duty after the termination of his or her regularly scheduled shift, he or she will receive no additional pay or other compensation unless the period he or she remains is between thirty (30) and sixty (60) minutes, in which case he or she will be considered to have worked a full additional one (1) hour.

11.00 - SHIFT CHANGES

- 11.01** *All requests by an Employee for shift changes shall be submitted in writing to the Chief of Police or his or her designee. Permission to make a shift change shall not be unreasonably withheld.*
- 11.02** *The Employer agrees to not arbitrarily discriminate against or in favor of any Employee through arbitrary shift changes. Every reasonable effort shall be made by the Employer to avoid unnecessary shift changes. Whenever possible, the Employer shall give the Employee at least twenty-four (24) hours advance notice of the shift change.*
- 11.03** *If the Employer fails to give the Employee twenty-four (24) or more hours notice of the Employee's shift change, then the Employee shall be paid for his rescheduled eight (8)*

As used herein, "anniversary date" shall be governed by the definition established by Paragraph A-6 of Appendix "A" (Base Annual Salaries) hereof following, which definition is pursuant to prior contracts, ordinances and past practices relative to salaries, longevity, overtime, and all other similar subjects.

12.05 *There shall be paid to each qualified Employee as aforesaid in addition to regular salary, the following sums:*

(1) Upon attainment of either (1) an Associate Degree or (2) a number of credits equivalent to those which would otherwise merit an Associate Degree - \$1,190.00 Until attainment of a Bachelor Degree, no payment shall be made for any credit above an Associate Degree.

(2) Upon attainment of a Bachelor Degree - \$1,620.00

12.06 *Payment will be made in a lump sum on June 30 each year, on presentation of (1) a properly executed payroll voucher and (2) proper certification from the institution attended by the Employee seeking payment and (3) upon receipt by the Employer of sufficient proof of the validity of the Employee's claim.*

12.07 *No payment shall be made for credits except as is expressly provided herein.*

13.00 **COURT TIME**

13.01 *"Court Time", as used herein, shall mean all time except during regular tours of duty, during which a Police Officer shall be required to attend Municipal Court, Superior Court, a Grand Jury proceeding, or other court or Administrative Body, provided that the Police Officer's appearance is in connection with a criminal, quasi-criminal motor*

vehicle code violation or in connection with any action to which the Employer is a party.

13.02 *All such court time shall be compensated. It shall be considered overtime pursuant to Article 10 hereof.*

13.03 *When a Police Officer is required to travel to and from any such Court or Administrative Body, travel time shall be included in the computation of the compensation to which he or she is entitled. Travel time shall be computed between Police Headquarters and the Court or Administrative Body. For these purposes, before leaving Court and immediately upon returning from Court, each Police Officer shall sign, date and indicate the time of departure or arrival in the police blotter or other designated form, together with any other information reasonably required by the Employer.*

13.04 *Notwithstanding the foregoing, when a Police Officer incurs Court time other than during a regular tour of duty he or she shall receive a minimum of three- (3) hours overtime pay. After the third hour at the Court session, the Police Officer will be compensated at the overtime rate in increments of one-half hour for each additional one-half hour or part thereof during which he or she is in attendance.*

14.00

TRAINING TIME PAY

14.01 *Pursuant to past practices, the Employer shall compensate, at time and one-half, each Employee below the rank of Sergeant for attending training courses on off-duty time, when so ordered in writing by an officer above the rank of Sergeant, provided that said time qualifies as overtime pursuant to Article 10 hereof, if it does not so qualify, he or she shall be paid his or her regular hourly rate.*

14.02 *Training time pay shall continue to apply to Sergeants.*

14.03 *Past practices shall apply to Police Officers holding any rank higher than that of Sergeant.*

15.00 **TRAVEL REIMBURSEMENT**

15.01 *When a Police Officer is required and directed in writing to utilize his or her personal vehicle for Department business, he or she shall be reimbursed by the Employer at the rate of twenty-two cents (\$.22) per mile, measured from Police Headquarters.*

16.00 **LONGEVITY**

16.01 *In addition to all wages and other benefits, each Police Officer shall be entitled to longevity payments computed as a percentage of his or her yearly base salary in accordance with the following schedule:*

(a) *More than five (5) years but less than eight (8) years of continuous full time employment by the Employer - one and one-half percent (1.5%).*

(b) *More than eight (8) years, but less than eleven (11) years of continuous full time employment by the Employer - three percent (3%).*

(c) *More than eleven (11) years, but less than fourteen (14) years of continuous full time employment by the Employer - four percent (4%).*

(d) *More than fourteen (14) years but less than eighteen (18) years of full time employment by the Employer - five percent (5%).*

(e) *More than eighteen (18) years but less than twenty-three (23) years of full time employment by the Employer - six percent (6%).*

(f) *More than twenty-three (23) years of continuous full time employment by the Employer - seven percent (7%).*

16.02 *Payment shall be included in equal installments in regular payroll payments.*

17.00 - UNIFORMS

17.01 *Upon initial employment, each Employee shall receive from the Employer, free of charge and in lieu of a clothing allowance, a complete uniform, as defined by the Chief of Police.*

17.02 *Effective January 1 of each year, the Employer will pay each Employee, during the first pay week of each January, a lump sum as a clothing allowance, to be added to the annual salary of the Employee for Federal Income and all other tax purposes.*

17.03 *If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.*

17.04 *The annual clothing allowance shall be \$650.00 per year. For each year the annual clothing allowance shall be less any payment vouchered in each case, payable as soon as it is practical. No payment shall be made to any Employee who has received a complete uniform within the preceding twelve (12) months of the date of payment.*

17.05 *An Employee may remove his or her uniform hat while riding in an official police vehicle.*

18.00

VACATIONS

18.01 *Vacations shall be granted in accordance with Appendix "B" annexed.*

18.02 *Vacations shall be taken on a seniority basis at any time during the calendar year, subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld. The vacation schedule will be posted on or before February 1, of each calendar year.*

19.00

HOLIDAYS

19.01 *Each employee shall receive 13 paid holidays annually.*

19.02 *Effective September 1, 2001 the entire holiday benefit shall be folded in and paid along with regular base salary and shall be utilized for all computation purposes for all employees. During the calendar year 2001 only, since the fold in procedure commences September 1, 2001, 2/3 of the annual holiday benefit shall be paid in a single lump sum check in the first pay period of June 2001. The fold in process shall commence September 1, 2001 with the balance of the holiday benefit folded in through the end of said calendar year. Thereafter all holiday benefits shall be folded in and used for calculations as above provided.*

20.00

SICK LEAVE

- 20.01 Pursuant to past practices, an employee unable to report to duty because of sickness or injury, or taken sick or injured while on duty shall forthwith, or as soon as it is reasonably practicable, report, or cause to be reported, the details thereof to the Chief of Police. Whenever possible, said report shall be filed in advance of the Employee's scheduled tour of duty.
- 20.02 Upon request, the Employee shall be required to present written evidence by the treating physician of the Employee's inability to work. The Employer may reasonably require the Employee to present additional such evidence from time to time.
- 20.03 An Employee absent from duty because of illness, accident or disability as aforesaid, shall upon request, submit to an examination (or examinations, as the case may be), by a physician (or other professional with expertise in the area of the Employee's malady) designated by the Employer for purposes of diagnosing, prognosing and determining the Employee's fitness for duty.
- 20.04 Employee shall be paid for time off while sick (as stated above) pursuant to past practices. At all times requested by the Borough the employee shall cooperate and execute such forms as may be properly submitted to the State of New Jersey, Division of Unemployment and Disability, as application for temporary disability benefits. The employer agrees to pay the employee the difference between regular compensation and such disability benefits as may be collected or collectible from the State, for the entire period of sickness. If the employee is required to be on sick leave for a longer period than is provided under the State Disability Benefit Program then said employee shall be

continued at the regular rate of compensation through the entire period of sickness. This provision is not intended to in any way diminish the current unlimited sick leave program.

21.00

WORK INCURRED INJURY

21.01 *When an Employee suffers a work connected injury or disability, the Employer shall continue such Employee at full pay during the period of his inability to work, for a period of up to one (1) year. During this period, all temporary disability benefits accruing including those accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.*

21.02 *The Employee shall be required to present written evidence by treating physician of the Employee's inability to work. The Employer may from time to time reasonably require the Employee to present additional such evidence.*

21.03 *For these purposes, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.*

21.04 *A work incurred injury requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasion under the terms of the sick leave policy herein agreed upon between the parties.*

21.05 *If 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.*

21.06.1 *Any dispute involving the extent of time of the period of the Employee's disability shall be*

resolved by the written opinion of the attending physician. As used herein, "attending physician" shall mean a licensed physician who is primarily responsible for the treatment of the Employee's work incurred injury.

22.00

OFF-DUTY POLICE ACTION

Any action taken by an Employee during his off duty time, which actions would be appropriate and reasonable for said Employee to take while on duty, shall be considered as authorized police action and as if it were taken while on duty for the purposes of pension, worker's compensation benefits, statutory rights afforded for legal proceedings arising out of or incidental to performance of duties and the like, but not for purposes of compensation. Payment of compensation under such circumstances, if any, shall be at the sole option of the Employer.

23.00

PERSONAL LEAVE

23.01 *Each Employee shall have a maximum of four (4) personal days per year, subject to the following:*

(1) One such day shall be taken between January 1 and June 30 and one such day shall be taken between July 1 and December 31 during each calendar year.

(2) One such day shall be granted for the celebration of the Employee's birthday.

However, subject to the following, the Employee may substitute any day in lieu of a birthday, provided the Employee obtains the prior approval of the Chief of Police.

23.02 *Personal leave days shall not be cumulative, if an Employee does not take any personal leave day (a) on or before June 30 of any calendar year; or (b) between July 1 and December 31 of any calendar year; or (c) in celebration of the Employee's birthday (whether it be on the Employee's birthday or otherwise) on or before December 31 of any calendar year; then, as to each personal leave day no so taken the Employee shall have no right to take it thereafter or to be paid any sum in lieu thereof.*

23.03 *Notwithstanding the foregoing, no personal leave day may be taken at the beginning or end of any Employee's vacation time.*

23.04 *Except in case of delivery of a child, the Employee shall give the Chief of Police ten (10) days notice of intention to take a personal day. In cases of maternity, the Employee shall give reasonable notice. In emergencies, this notice may be waived upon the approval of the Chief of Police, which approval shall not be unreasonably withheld.*

24.00 **BEREAVEMENT LEAVE**

24.01 *Each Employee shall be entitled to leave with pay upon the death of a member of his immediate family.*

24.02 *"Immediate family", as used herein, shall mean spouse, child, parent, brother, sister and grandparent of the Employee, and the parent of the Employee's spouse.*

24.03 *The following number of days shall be granted as bereavement leave upon the death of the following members of the Employee's family:*

Spouse or child - Six (6)

Parent, brother or sister - four (4)

Grandparent - One (1)

Parent of Spouse - Four (4)

- 24.04 Such leave shall not be charged against the employee's vacation or sick leave.*
- 24.05 A reasonable extension of bereavement leave may be made at the employee's option upon the consent of the employer, to be charged against available vacation time or to be taken without pay for the reasonable period.*
- 24.06 In the case of unusual circumstances not specifically covered herein, bereavement leave may be granted or extended at the discretion of the Chief of Police.*

25.00

LEAVE OF ABSENCE

- 25.01 An employee may be granted, upon request, a leave of absence without pay, in the absolute discretion of the employer.*
- 25.02 The employee shall submit in writing to the Chief of Police all facts bearing on the request. The Chief of Police or his or her designated representative 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 precedent.*
- 25.03 In the event the employer sees it fit to grant a leave of absence, at the expiration of such leave, the employee shall be returned to the position from which he or she is on leave and would have received had he or she not taken the leave and seniority shall be retained and shall accumulate during all leaves.*

26.00

MEDICAL COVERAGE

- 26.01 Pursuant to past practices, the employer shall continue to provide to each employee*

family medical insurance coverage for hospitalization and major medical.

27.00

LIABILITY INSURANCE

27.01 *Pursuant to past practices, the employer will continue to provide each employee existing liability insurance coverage.*

28.00

BULLETIN BOARD

28.01 *The employer will supply one bulletin board for the use of the PBA to be placed in a reasonable and private location at headquarters.*

28.02 *The bulletin board shall be for the use of the PBA for posting of notices and bulletins pertaining to PBA business and activities or matters dealing with the welfare of employees.*

28.03 *No matter may be posted without receiving permission of the officially designated PBA representative.*

28.04 *Any bulleting 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.*

29.00

CEREMONIAL ACTIVITIES

29.01 *In the event a Police Officer in another Department in the State of New Jersey, or within a twenty-five (25) mile radius dies, the employer will permit at least one (1) uniformed Police Officer of the Department to participate in funeral services for the said deceased officer.*

29.02 Subject to the availability of same, the employer will permit a Department police vehicle to be utilized by the members in the funeral service.

29.03 Police Officers participating in such funeral services shall not be entitled to any compensation for the time they so participate unless allowed to attend while on duty by the Chief of Police, or unless ordered to attend while off duty by the Chief of Police.

30.00 **PERSONNEL FILES**

30.01 A separate personal history (personnel) file shall be established and maintained for each Police Officer. Said files are confidential records which shall be maintained in the office of the Chief of Police. They shall be the exclusive property of the employer.

30.02 Any Police Officer may review his or her personnel file after an appointment for review is first made through the Chief of Police.

30.03 When a complaint is to be placed in a Police Officer's personnel file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut in writing, and he or she shall be permitted to place the rebuttal in the file.

30.04 All such files will be carefully maintained and safeguarded permanently and nothing shall be removed therefrom.

31.00 **MILITARY LEAVE**

31.01 Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

32.00

PENSION

32.01 *The employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey, pursuant to past practices.*

33.00

GRIEVANCE PROCEDURE

33.01 *To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.*

33.02 *For these purposes, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation. Failure to process a grievance within the time limitations hereafter provided shall constitute a final waiver of said grievance.*

33.03 *The procedure for settlement of grievances shall be as follows:*

(A) Step One

If an employee has a grievance, then, within, seven (7) calendar days of the event being grieved the employee shall discuss it informally with his other superior.

The superior shall decide the grievance within seven (7) calendar days after the grievance is first presented to him or her.

(B) Step Two

If no satisfactory resolution of the grievance is reached at Step One then within seven (7) calendar days the grievance shall be presented in writing to the Chief of

Police. The Chief shall render a decision within fourteen (14) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Officer in charge of the department for determination.

(C) Step Three

If the grievant wishes to appeal the Step Two decision the appeal shall be presented in writing to the employer's governing body or its delegated representative within seven (7) calendar days. The presentation shall include copies of all correspondence relating to the matter. The employer's governing body or its delegated representative may give the grievant the opportunity to be heard. If so, the hearing shall be held within forty-five (45) calendar days of receipt of the written grievance. The governing body shall give its decision in writing within thirty (30) calendar days of the conclusion of the hearing. If no such hearing is held, then upon the expiration of forty-five (45) calendar days from the date of receipt of the written grievance, the decision of the Chief of Police shall be deemed sustained and upheld by the employer's governing body.

(D) Step Four

If no satisfactory resolution of the grievance is reached at Step Three, then within seven (7) calendar days after the Step Three decision, the grievant shall so notice the other party in writing. From receipt of said notice, said party shall have thirty (30) calendar days within which to file a Grievance Arbitration Petition with the New Jersey Public Employment Relations Commission pursuant to the rules of the Public Employment Relations Commission. The grievance arbitration

shall be controlled by the rules of the Public Employment Relations Commission.

The decision of the arbitrator shall be final and binding as to all issues.

Notwithstanding anything herein to the contrary, this grievance procedure shall be applicable only to disputes involving issues of the interpretation and construction of contract issues under this Agreement. It shall in no way be considered to apply to disciplinary actions or other matters.

34.00

FACILITIES

34.01 *All police quarters shall have adequate heating, hot water and sanitary facilities.*

35.00

DATA FOR FUTURE BARGAINING

35.01 *The Borough agrees to make reasonably available to the PBA all public data and all employer-employee agreements, which the PBA may reasonably require to bargain collectively. However, the employee shall bear no additional cost by virtue of this clause. Notwithstanding the foregoing, no Borough official or employee shall be required to submit to questioning concerning ongoing negotiations. All requests and replies shall be in writing unless otherwise mutually agreed. All such information shall be confidential and used solely for collective bargaining.*

36.00

NO WAIVER

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

37.00

SAVING CLAUSE

37.01 *If any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.*

37.02 *If any such provisions are so invalid, the employer and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.*

38.00

DENTAL BENEFITS

38.01 *The Employer shall make financial contributions on behalf of each employee who elects to participate in the Employers Family dental insurance coverage plan.*

38.02 *In accordance with past practices the employer agrees to contribute 62% and the employee will contribute 38% of the total dental insurance plan premium.*

38.03 *The plan is called Delta Dental Plan II A.*

39.00

TERM OF CONTRACT

39.01 This contract shall be retroactive to and take effect on January 1, 2004 and shall terminate on December 31, 2008.

IN WITNESS WHEREOF, the employer and the PBA have caused this Agreement to be signed by their duly authorized representatives this 22 day of DECEMBER 2004.

FOR THE BOROUGH OF
HARRINGTON PARK:

Paul A. Helscher

FOR THE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 233
(HARRINGTON PARK UNIT)

[Signature]

PBA Representative

WITNESS:

Jean A. Jeffrey

DATED: 12/22/04

WITNESS:

[Signature]

DATED: 12/22/04

6.60

APPENDIX A

	<u>Eff.</u> <u>1/1/2004</u>	<u>Eff.</u> <u>1/1/2005</u>	<u>Eff.</u> <u>1/1/2006</u>	<u>Eff.</u> <u>1/1/2007</u>	<u>Eff.</u> <u>1/1/2008</u>
<i>A-1</i>					
<u>Police Officers</u>					
<i>Step 1-A</i>	\$30,457	\$31,676	\$32,943	\$34,260	\$35,631
<i>Step 1-B</i>	37,294	38,786	40,338	41,951	43,629
<i>Step 2</i>	44,130	45,896	47,731	49,641	51,626
<i>Step 3</i>	49,675	51,662	53,728	55,877	58,112
<i>Step 4</i>	57,803	60,115	62,520	65,021	67,622
<i>Step 5</i>	64,639	67,225	69,914	72,710	75,619
<i>Step 6</i>	71,476	74,335	77,309	80,401	83,617
<i>Step 7</i>	78,312	81,444	84,702	88,090	91,614
<i>Step 8</i>	85,152	88,558	92,100	95,785	99,616
<i>A-2</i>					
<u>Sergeant</u>	\$90,440	\$94,058	\$97,820	\$101,733	\$105,803
<i>A-3</i>					
<u>Lieutenant</u>	94,840	98,633	102,579	106,682	110,949
<i>A-4</i>					
<u>Captain</u>	96,895	100,771	104,801	108,993	113,353

- A-5 *All Police Officers hired after January 1, 1993, who are required to attend the basic recruit class at the Police Academy, will be paid for the first six months of employment, at the "STEP 1-A" pay level. After the completion of six months of employment, the Officer will be paid at the "STEP 1-B" pay level. Then, as per "APPENDIX A, SECTION A-6" the Officer will be paid according to his anniversary date and in accordance with past practices.*
- A-6 *For all purposes, the anniversary date for Employees covered by this Agreement shall be the first day of the year. Where an appointment is made prior to June 1 of any year, the anniversary day shall revert to January 1 of that year. Where an appointment is made on or subsequent to June 1 of any year, the anniversary date shall be come January 1 of the following year.*
- A-7 *Employees shall be paid on a bi-weekly basis and on the same day of the week as other Borough employees are paid.*
- A-8 *All overtime and other special vouchers shall be submitted and received by the Employers' duly authorized agent no less than five (5) days before the scheduled payday on which payment is sought. If such voucher is received less than five (5) days before a scheduled payday, vouchers will be honored on the next following pay day.*

APPENDIX B
VACATIONS

Each employee shall receive:

One (1) week of vacation after six (6) full months of employment;

Two (2) weeks of vacation after one (1) full year of employment;

Three (3) weeks of vacation after five (5) full years of employment;

Four (4) weeks of vacation after ten (10) full years of employment;

Five (5) weeks of vacation after eighteen (18) full years of employment.

For any member entitled to two (2) or more weeks of vacation, all but one (1) week can be taken one day at a time, upon seven (7) days written notice to the Chief of Police and subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld. As used herein "week of vacation" shall mean a period of five (5) consecutive workdays off with pay.