

*Bergen County*

A G R E E M E N T

THIS AGREEMENT, made this 18<sup>TH</sup> day of OCTOBER 1977, by and between the Borough of Ho-Ho-Kus, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" and the New Jersey State Policemen's Benevolent Association Inc. Local #79 Ho-Ho-Kus Division an incorporated association of the State of New Jersey, hereinafter referred to as the "PBA", to be effective January 1, 1977 and to terminate on December 31, 1978.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

I. RECOGNITION:

Borough hereby recognizes the PBA as the exclusive representative for all patrolmen and sergeants of the Police Department of the Borough of Ho-Ho-Kus concerning terms and conditions of employment.

II. COMPENSATION:

During the period covered by this Agreement, the salary schedule set forth in Schedule "A" shall be in effect.

III. LONGEVITY:

In addition to the salaries set forth above, there shall be paid to each member of the PBA one per cent (1%) for each five years of service as longevity pay, up to a maximum of four per cent (4%).

IV. CLOTHING ALLOWANCE

There shall be paid to each member of the PBA the sum of \$350.00 per year as and for a clothing allowance, \$100.00 of which must be used for cleaning of the uniforms and accessory clothing. This sum shall be due and payable as follows:

- A. Upon adoption of the salary ordinance, each member of the PBA may draw the sum of \$125.00 which he shall expend directly for uniforms and other accessory clothing, as well as any equipment needed in the performance of his duties, which expenditures shall be verified by receipted bills submitted to the Chief.
- B. Upon expending the initial \$125.00 which shall have been verified by receipted bills approved by the Chief, then each member of the PBA may draw the remaining \$125.00 which he shall expend in the same manner as provided herein.
- C. After the approved budget has been received from the State, each Employee may apply for his cleaning allowance (\$100.00).

V. HOLIDAYS:

There shall be allowed to each member of the PBA the following twelve (12) paid holidays per year:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Decoration Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

VI. SICK LEAVE:

In addition to the sick leave schedule set forth in the Personnel Ordinance, Section 42-5, Part G, in the event said sick leave is not used in any year, up to a maximum of ten (10) days of such leave may be carried over each year for use in future years. However, the maximum number of days accumulated for sick leave shall not exceed thirty (30) days, not including sick leave days accumulated in the year in which the sick leave is requested.

Whenever any member of the PBA shall be absent from duty by reason of injuries sustained out of and in the course of performance of duties as a member of Ho-Ho-Kus Police Department, said absence shall be regulated by requirement of New Jersey Workmen's Compensation Act and the provisions set forth in the Personnel Ordinance Section 42-6, Part B.

VII. MEDICAL INSURANCE:

- A. During the period of this Agreement the Borough shall continue to furnish to each member of the PBA insurance entitled "The New Jersey Public and School Employees Health Benefits Plan". This medical insurance coverage will be for the individuals and members of their immediate families and the entire premium shall be paid by the Borough.
- B. The Borough of Ho-Ho-Kus shall provide a policy of medical insurance for all retired members of the Ho-Ho-Kus Police Department who commence a normal service retirement commencing after January 1, 1978. Said policy for retired employees shall be the same type as is presently in effect for regular full time employees. The Borough shall not be required to expend more than \$320.00 per year per retired employee under this clause with any additional premium expense being borne by the retired employee. The medical insurance into retirement shall be continued by the Borough of Ho-Ho-Kus for a period of ten years after the employee's retirement, or until the retired employee reaches age sixty-five (65), whichever occurs first.

VIII. VACATIONS:

After the completion of twenty (20) full calendar years of service, and thereafter, each member of the PBA shall be entitled to a vacation equivalent to twenty (20) days per calendar year.

After ten (10) calendar years of service, and thereafter, each member of the PBA shall be entitled to a vacation equivalent to fifteen (15) work days per calendar year.

The remainder of the vacation benefits for each member of the PBA shall be as set forth in the Personnel Ordinance of the Borough.

IX. PERSONNEL FILES:

Each member's service records, commendations and general personal file shall be available for inspection by said member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the member in order that he may inspect such writing.

Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his 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, and nothing placed in any file shall be removed therefrom.

X. PRIOR PRACTICES AND CONDITIONS:

All previous practices and conditions of employment which inure to the benefit of any member and which are not herein enumerated or modified shall continue in full force and effect.

XI. REQUIRED DUTIES:

All members of the Ho-Ho-Kus Police Department are required as part of their normal duties to perform the following:

1. Assist the Ambulance Corps in carrying, lifting, tending, etc. sick or injured persons.
2. Put gasoline and oil in police cars only when necessary and no Borough mechanic is on duty.
3. If road service is not immediately available, change flat tires on police cars.

4. Render reasonable assistance to the Ho-Ho-Kus Fire Department where necessary.

## XII. GRIEVANCE PROCEDURE:

The term "Grievance" means a complaint by any member of the PBA that there has been a violation of the provisions of this Agreement.

Whenever any member of the PBA claims to have been aggrieved, he shall institute action in connection with the said grievance within thirty (30) calendar days of the date of the occurrence complained of. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of a grievance.

### A. STEP ONE - IMMEDIATE SUPERIOR

An aggrieved member shall first discuss his grievance informally with his immediate superior. If at that point the individual is not satisfied with the determination of his immediate superior, he shall then reduce his grievance to writing and shall present same to the Chief for his determination.

### B. STEP TWO - CHIEF OF POLICE

Within ten (10) days after receipt of the grievance by the Chief, the Chief together with the Councilman in charge of the Police Department shall meet with the individual in question and after reviewing the evidence related to the grievance, the Chief shall within ten (10) days thereafter in writing inform the aggrieved individual of the determination of the case.

### C. STEP THREE - MAYOR AND COUNCIL

In the event the individual in question is dissatisfied with the determination of the Chief and Councilman, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of receipt of the determination by the Chief.

Within ten (10) days after receipt of request for a hearing by the individual alleged to be aggrieved, the Mayor and Council shall fix a date for hearing which hearing shall be within thirty (30) days of notice to the Mayor and Council and at that time said individual, if he so elects, and has informed the Mayor and Council of his intent to be so represented, shall be entitled to have the assistance of counsel during the course of said hearing.

Following the conclusion of said hearing and within ten (10) days of said hearing, the Mayor and Council shall inform the individual in writing of its determination relative to said grievance.