

3-0278

02-28

A G R E E M E N T

between

BOROUGH OF HO-HO-KUS,
BERGEN COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION INC. LOCAL #79, HO-HO-KUS DIVISION

X January 1, 1981 through December 31, 1982

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PREAMBLE

THIS AGREEMENT, made this 25th day of November , 1980, 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 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, 1981 through December 31, 1982.

ARTICLE I

RECOGNITION

A. 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.

ARTICLE II
COMPENSATION

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

ARTICLE IV
CLOTHING ALLOWANCE

A. 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:

1. 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, well as any equipment needed in the performance on his duties, which expenditures shall be verified by receipted bills submitted to the Chief.

2. 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.

3. After the approved budget has been received from the State, each employee may apply for his cleaning allowance (\$100.00).

ARTICLE V

HOLIDAYS

A. 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

ARTICLE VI

SICK LEAVE

A. Each full time or permanent member of the PBA shall be entitled to the following period of sick leave with full pay, with the provision however, that in the event said sick leave is not used in any one (1) year, up to a maximum of ten (10) days of such sick leave may accumulate for use in a future year. However, the maximum number of days accumulated for sick leave shall not exceed fifty (50) days, not including sick leave days accumulated in the year in which the sick leave is requested.

(1) Six (6) months to five (5) years of continuous service, per annum sick leave of ten (10) workdays.

(2) Five (5) to ten (10) years of continuous service, per annum sick leave of twenty (20) days.

(3) Ten (10) or more years of continuous service, per annum sick leave of thirty (30) workdays.

No member of the PBA shall be entitled to take sick pay in lieu of sick leave with the exception of a member who retires after twenty-five (25) years of service. Such a member shall, upon retirement, be entitled to a lump sum payment for accumulated sick days at his rate of salary

Article VI - Sick Leave - Continued

existing at the time of retirement as follows:

(1) Full pay for fifty percent (50%) of sick days accumulated to a maximum of fifty (50) days (maximum twenty-five (25) days), provided no sick leave was taken during the calendar year prior to retirement.

(2) In the event sick leave was taken during the calendar year prior to retirement, the number of sick days taken as sick leave shall be deducted from the maximum sick days accumulated (maximum fifty (50) days) to determine the number of days to which compensation will be received as a lump sum retirement payment.

B. 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 the 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.

C. The provisions set forth in the Personnel Ordinance Section 42-5, with the exception of paragraph G, are hereby adopted and made a part hereof as though set forth herein at length.

ARTICLE 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. When a member of the PBA retires during the term of this Agreement on a regular retirement or disability retirement he shall be entitled to a maximum of three hundred and twenty (\$320) dollars per annum from the Borough of Ho-Ho-Kus to pay for his own medical insurance program. In the event the member, who is retired, is employed by another employer where there is supplied a Blue Cross/Blue Shield Plan, then during such employment the retiree cannot take under the Ho-Ho-Kus Police Department Benefit as is proposed, the retiree also shall not be entitled to take under this proposed Benefit if the retiree's spouse has employment that provides for this type of coverage for the retiree. The retiree shall provide the Borough of Ho-Ho-Kus annually with a Certification indicating such lack of coverage and also indicating that he did, in fact, purchase the afore-

Article VII - Medical Insurance - Continued

mentioned medical insurance on his own. This Benefit shall terminate ten (10) years after the members's retirement, or upon the retired member qualifying for Medicare benefits, whichever occurs first.

ARTICLE VIII

VACATIONS

A. 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.

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

Starting with the year 1982, items C through G will replace item B.

C. After five (5) years of service, each member of the PBA shall be entitled to a vacation equivalent to eleven (11) workdays per calendar year.

D. After six (6) years of service, each member of the PBA shall be entitled to a vacation equivalent to twelve (12) workdays per calendar year.

E. After seven (7) years of service, each member of the PBA shall be entitled to a vacation equivalent to thirteen (13) workdays per calendar year.

F. After eight (8) years of service, each member of the PBA shall be entitled to a vacation equivalent to fourteen (14) workdays per calendar year.

Article VIII - Vacations - Continued

G. After nine (9) years of service, each member of the PBA shall be entitled to a vacation equivalent to fifteen (15) workdays per calendar year.

H. The remainder of the vacation benefits for each member of the PBA shall be set forth in the Personnel Ordinance of the Borough of Ho-Ho-Kus.

ARTICLE IX
PERSONNEL FILES

A. 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.

B. 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.

C. 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.

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

ARTICLE X

PRIOR PRACTICES AND CONDITIONS

A. 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.

ARTICLE XI
REQUIRED DUTIES

A. 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.

ARTICLE XIII

RIGHTS OF EMPLOYEES

A. Members of the force 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.

B. 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.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

D. Out of these contacts may come questions concerning the actions of the members of the force.

E. These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

F. 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 a 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 in-

Article XIII - Rights of Employees - Continued

vestigation dictate otherwise. The employee shall not lose any compensation by virtue of such interrogation.

2. The member of the force shall be informed of the nature of the investigation before any interrogation commences. When formal charges are brought against a police officer, the names or name of the complainants shall be made known to the police officer. 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 at the initial contact. He shall be advised in writing of any charge which may be brought against him.

3. 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.

4. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

5. The complete interrogation of the member of the force shall be recorded mechanically or by a departmental stenographer. There will be no "off-the-record" questions.

Article XIII - Rights of Employees - Continued

All recesses called during the questioning shall be recorded.

6. If a member of the force is under arrest or is likely to be, that is, 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.

7. In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so 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.

ARTICLE XIV

OFF DUTY POLICE ACTION

A. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

1. Any proper and responsible action taken in Bergen County by a member of the force on his time off where the circumstances necessitated prompt police action which would have been taken by an officer on active duty if present or available, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

2. In all such circumstances the employee shall promptly report such actions to the officer in charge at Police Headquarters at the desk.

ARTICLE XV

RECALL

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof. This clause shall cover court time where an employee is called to court (including a Municipal Court, a County Court House, or Administrative hearing) as result of his employment as a police officer.

ARTICLE XVI

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the employer.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the employer, may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workmen's Compensation or, by the final decision of the last reviewing court, shall be binding upon the parties.

Article XVI - Work Incurred Injury - Continued

D. For the purpose of this Article, injury or illness incurred while the employee is acting in any employer authorized activity, shall be considered in the line of duty.

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

F. 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 policy heretofore agreed upon between the parties.

Article XVIII - No-Strike Pledge - Continued

avowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right 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 Association or its members.

ARTICLE XIX
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

EXTENSION OF CONTRACT PROTECTION

A. In the event that the Borough and the bargaining agent for the PBA have not by December 31, 1982, agreed upon the terms and conditions of employment of the PBA for the contract period commencing January 1, 1983, then the terms and conditions of this contract of employment shall remain in full force and effect, without prejudice to either party, until the negotiation, consummation and execution of said later contract.

B. Nothing contained herein shall be deemed to supersede the provision of any other law of the State of New Jersey which may be applicable in appropriate cases. Therefore, the pay provisions of this Agreement shall become effective upon an adoption of an appropriate salary ordinance by the Borough of Ho-Ho-Kus.

SCHEDULE "A"
SALARY SCHEDULE

	<u>Effective</u> <u>1/1/81</u>	<u>Effective</u> <u>1/1/82</u>
<u>Patrolman:</u>		
During first year	\$11,000.00	\$11,660.00
During second year	13,784.00	14,721.00
During third year	16,567.00	17,782.00
During fourth year	19,351.00	20,844.00
After completion of four years (maximum)	22,134.00	23,905.00
 <u>Sergeants:</u>	 \$23,234.00	 \$25,005.00

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

ATTEST:

BOROUGH OF HO-HO-KUS

John B. Shurt
Clerk

By:

Stewart Thompson J

WITNESS:

HO-HO-KUS PBA LOCAL #79

Margaret McEroy

By:

Paul J. ...

By:

...

MEMO TO: John B. Shuart
Borough Administrator

FROM: Paul H. Giardino, Chairman
Negotiation Committee

DATE: November 20, 1980

Representatives of the PBA have reviewed the contract, have found it acceptable, and are prepared to sign it upon approval of the Mayor and Council.

ARTICLE VIII

VACATIONS

A. 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.

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

C. After five (5) years of service, each member of the PBA shall be entitled to a vacation equivalent to eleven (11) workdays per calendar year.

D. After six (6) years of service, each member of the PBA shall be entitled to a vacation equivalent to twelve (12) workdays per calendar year.

E. After seven (7) years of service, each member of the PBA shall be entitled to a vacation equivalent to thirteen (13) workdays per calendar year.

F. After eight (8) years of service, each member of the PBA shall be entitled to a vacation equivalent to fourteen (14) workdays per calendar year.

ARTICLE III

LONGEVITY

A. In addition to the salaries set forth in Schedule "A", there shall be paid to each employee covered under this Agreement longevity pay in accordance with the following:

1. 1981

<u>Years of Service</u>	<u>Longevity Pay</u>
5 to 9	\$ 210.00
9 to 14	430.00
14 to 18	640.00
18 to 22	850.00
22 and over	1,050.00

2. 1982

<u>Years of Service</u>	<u>Longevity Pay</u>
5 to 9	\$ 210.00
9 to 14	430.00
14 to 18	640.00
18 to 22	850.00
22 and over	1,050.00

BOROUGH OF HO-HO-KUS
EAST FRANKLIN TURNPIKE
HO-HO-KUS, NEW JERSEY 07423
(201) 652-4400

MEMO

November 19, 1980

TO: Paul Giardino

Dear Paul:

I believe the Mayor and Council are ready to approve the Police Contract on Tuesday, the 25th of November. This is providing that I have a note from you regarding the changes I made regarding the vacation schedule and the longevity schedule. I must have this note by Friday to accomplish this approval.

Very truly yours,



John B. Shuart

Borough Administrator

JBS:dh

MEMORANDUM

November 12, 1980

TO: Paul Giardino
FROM: John B. Shuart

Dear Paul:

Enclosed herewith is a newly typed "Longevity" sheet.

Look it over and let me know what you think.

JBS:pnc

BOROUGH OF HO-HO-KUS
EAST FRANKLIN TURNPIKE
HO-HO-KUS, NEW JERSEY 07423
(201) 652-4400

November 14, 1980

MEMO

TO: Paul Giardino

Enclosed herewith is a re-typed Page 11 regarding vacations. Please check it out and see if we should substitute this in the original contract. In addition, I am enclosing also a summary sheet that I have made giving basically the 1981 status, but throwing in the 1982 vacation status for clarification.

Very truly yours,



John B. Stuart
Borough Administrator

JBS:dh

enc.

MEMO TO: John B. Shuart
Borough Administrator

FROM: Paul H. Giardino, Chairman
Negotiation Committee

DATE: November 20, 1980

Representatives of the PBA have reviewed the contract, have found it acceptable, and are prepared to sign it upon approval of the Mayor and Council.

1981

ANY POLICE OFFICER

	<u>Salary</u>	<u>Longevity</u>	<u>Vacation Days</u>	
			<u>1981</u>	<u>1982</u>
First Year	\$11,000	-0-	5	5
Second Year	13,784	-0-	10	10
Third Year	16,567	-0-	10	10
Fourth Year	19,351	-0-	10	10
Fifth Year	22,134	-0-	10	10
6th "	"	210	10	11
7th "	"	210	10	12
8th "	"	210	10	13
9th "	"	430	10	14
10th "	"	430	10	15
11th "	"	430	15	15
12th "	"	430	15	15
13th "	"	430	15	15
14th "	"	640	15	15
15th "	"	640	15	15
16th "	"	640	15	15
17th "	"	640	15	15
18th "	"	850	15	15
19th "	"	850	15	15
20th "	"	850	15	15
21st "	"	850	20	20
22nd "	"	1,050	20	20

ARTICLE VIII

VACATIONS

A. 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.

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

C. After five (5) years of service, each member of the PBA shall be entitled to a vacation equivalent to eleven (11) workdays per calendar year.

D. After six (6) years of service, each member of the PBA shall be entitled to a vacation equivalent to twelve (12) workdays per calendar year.

E. After seven (7) years of service, each member of the PBA shall be entitled to a vacation equivalent to thirteen (13) workdays per calendar year.

F. After eight (8) years of service, each member of the PBA shall be entitled to a vacation equivalent to fourteen (14) workdays per calendar year.

ARTICLE III

LONGEVITY

A. In addition to the salaries set forth in Schedule "A", there shall be paid to each employee covered under this Agreement longevity pay in accordance with the following:

1. 1981

<u>Years of Service</u>	<u>Longevity Pay</u>
5 to 9	\$ 210.00
9 to 14	430.00
14 to 18	640.00
18 to 22	850.00
22 and over	1,050.00

2. 1982

<u>Years of Service</u>	<u>Longevity Pay</u>
5 to 9	\$ 210.00
9 to 14	430.00
14 to 18	640.00
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22 and over	1,050.00

ARTICLE VIII

VACATIONS

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

Starting with the year 1982 items C through G will replace item B.

C. After five (5) years of service, each member of the PBA shall be entitled to a vacation equivalent to eleven (11) workdays per calendar year.

D. After six (6) years of service, each member of the PBA shall be entitled to a vacation equivalent to twelve (12) workdays per calendar year.

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ARTICLE III

LONGEVITY

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