

A G R E E M E N T

Between

BOROUGH OF HOPATCONG,
SUSSEX COUNTY, NEW JERSEY

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 149 (HOPATCONG UNIT)

January 1, 1979 through December 31, 1980

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT, made this day of 1980,
by and between the BOROUGH OF HOPATCONG, a body politic and
corporate of the State of New Jersey, hereinafter referred
to as "The Borough", and THE POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 149 (HOPATCONG UNIT), hereinafter referred to as the
"Association".

WHEREAS, the Borough and the Association 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
and by both parties,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Borough recognizes the Association as the exclusive collective negotiations agent for the following employees of the Police Department of the Borough of Hopatcong: Patrolmen, Sergeants, Lieutenants and Captains.

ARTICLE II

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Association shall have the right to determine such members of the Association as it deems reasonably necessary as Association representatives.

B. The Borough agrees to make available to the Association all public information concerning the financial resources of the Borough, and other public information which may be necessary for the Association to process any grievance or negotiation.

C. Authorized representatives of the Association shall have the right to enter the areas in and around the portion of the Hopatcong Municipal Building reserved for police work during working hours for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement or to transact official Association business, so long as such visits do not interfere with the work being performed or the safety of officers or with proper service to the public, and further provided it is appropriately scheduled with the Borough Administrator's office and the Chief of Police.

D. Whenever any representative of the Association or any other employee in its bargaining unit is mutually scheduled by the parties to participate during regular working hours in negotiations, grievance proceedings, conferences or meetings, the employee shall suffer no loss in pay.

E. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees

Article II - Rights and Privileges of the Association (continued):

that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

F. The Borough further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

The Association agrees to represent the interest of all employees without discrimination and without regard to employee organization membership. The Association further agrees not to engage in any conduct in violation of N.J.S.A. 34:13A-5.4(b).

G. No employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

H. The Borough agrees to post a copy of the work record used for calculating pay for members of the bargaining unit, such record to indicate the hours worked and the rates of pay for each member. The copy shall be posted in a convenient location in the police area no later than the day on which the checks are issued. If the Borough revises the payroll procedure to indicate this information on regular paychecks, then such posting shall not be required.

ARTICLE III

MANAGEMENT'S RIGHTS

A. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

V B. It is mutually understood and agreed that the Borough retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, demoting, transferring between divisions and assignment of employees to work; to determining the standards of services to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection of employment; to maintain the efficiency of its operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations and to determine the content of job classifications. This clause is subject to Civil Service Regulations and any other applicable law and provisions of this Agreement.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this

Article III - Management's Rights (continued):

Agreement. 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 or regulations.

ARTICLE IV

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. 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 manner 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 governing body. 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 investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences.

Article IV - Rights of Employees (continued):

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.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. 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.

6. At every stage of the proceedings, 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, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours or consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

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

Article IV - Rights of Employees (continued):

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 V

WORK DAY, WORK WEEK, AND OVERTIME

A. The normal work tour shall be eight (8) hours which shall include within that eight (8) hour span appropriate meal and rest periods.

B. The normal work day shall be based upon the utilization of a shift system which shall function for eight (8) hours for each shift during the twenty-four (24) hour day and an employee shall not be scheduled to work more than one (1) shift per day with a minimum of sixteen (16) hours of time off between tours of work. Nothing in the foregoing shall be construed to restrict the discretion of the Chief of Police to meet the needs of the Department in emergency situations.

C. Should it become necessary for a patrolman or sergeant to appear in Superior, County, Municipal or other Court, on official business, during other than his regularly scheduled duty time, such patrolman or sergeant shall receive compensation for such appearance on a straight time basis. In lieu of cash payment, a patrolman or sergeant may opt for compensatory time off on an hour-for-hour basis. Such time may be taken only when approved and scheduled by the Chief of Police so as not to interfere with departmental operations.

D. It is understood by both parties hereto that the job of a patrolman or a sergeant regularly assigned to detective work necessarily involves variance from the uniformed patrolman's highly structured work week, and the Borough has recognized this distinction by the awarding of an additional stipend to

Article V - Work Day, Work Week and Overtime (continued):

those patrolmen and sergeants regularly assigned to detective work, as found in Appendix "A", such stipend to be in lieu of any overtime compensation.

Only patrolmen and sergeants so assigned are eligible for the detective stipend.

E. It is understood by the parties hereto that Superior Officers (Captain, Lieutenant) covered by this Agreement are supervisory positions to which employees are appointed through promotion and are compensated as such. If the patrol, supervisory or investigative responsibilities of these positions require that additional effort be met, such additional effort shall be put forth without overtime compensation.

F. The terms "assignment to detective work" and "assigned to detective work" means on a regular basis, not just for a day or a week. If a patrolman is assigned to detective work for just a few hours or just a day, he shall still be eligible for any overtime compensation to which he would be eligible as a patrolman. The use of these terms is not to be used to prevent a patrolman whose regular work is that of patrol for obtaining the benefits normally due him, but is meant to apply only to those whose regular assignment is detective work as opposed to any other police assignment.

G. If an employee who is eligible for call-out time compensation is called out for emergency work, the employee shall be eligible for a minimum of three (3) hours of work at the appropriate overtime rate. An employee may request to leave

Article V - Work Day, Work Week and Overtime (continued):

earlier than three (3) hours, but in such case the employee shall only be paid for the time actually worked.

H. The term "call out" is applied only to times involving emergencies whereby a police officer is required to come on duty during times that the police officer is not already scheduled to work or for Court appearance as provided in Article V, paragraph I, and does not include meetings scheduled by the Chief of Police, nor in-service training conducted in the Borough of Hopatcong or within a fifteen (15) mile radius of the Borough, nor extensions of shifts the police officer is already working. Said in-service training shall not exceed twenty-four (24) hours of class time in any calendar year. Hours of in-service training not satisfied by the employee shall result in an equal amount of hours of compensation at the employee's rate of pay to be deducted from the last paycheck of the calendar year. It is understood that the foregoing sentence only applies to in-service training hours actually scheduled by the Chief, and that in lieu of docking, the employee may be permitted to make up hours missed by alternate training as approved by the Chief. Mileage will be paid for in-service training conducted outside the Borough for which transportation from the Borough and return is not provided.

I. All employees are required to make an effort to determine if their appearance in Court is actually required. All employees shall check to determine if a previously scheduled Court appearance is actually required in accordance with the

Article V - Work Day, Work Week and Overtime (continued):

procedure currently established of checking at approximately 4:30 P.M. on the day of the scheduled Court appearance, or a procedure in general accordance with this established by the Chief of Police.

ARTICLE VI

SICK LEAVE AND BEREAVEMENT LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave with pay based on their aggregate months of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for short periods when the presence of the employee is necessary to care for the employee's spouse or other members of the immediate family due to illness or injury. Further, sick leave may be used for a short period in addition to the bereavement leave provided, because of death in the employee's immediate family as defined below.

B. AMOUNT OF SICK LEAVE

1. Sick leave will be provided at a rate of one and one-quarter (1.25) days for each full month of service, commencing in the first month of employment.

2. Sick leave that is not used during a calendar year shall accumulate from year to year.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is to be absent for reasons that entitle him to sick leave, the Chief of Police or the Chief's designee shall be notified prior to the employee's starting time.

2. Failure to so notify the Chief of Police or the Chief's designee may be cause for denial of the use of sick

Article VI - Sick Leave and Bereavement Leave (continued):

leave for the absence and may constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days may constitute grounds for discipline which may seek penalties up to and including discharge; subject to applicable law.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days or who has been absent on sick leave for periods totalling ten (10) days in one calendar year shall submit acceptable medical evidence substantiating the illness for any additional sick leave in that year. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave may cause the employee to be subject to disciplinary action including suspension and/or dismissal in accordance with applicable law.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing the employee's normal duties and that return will not jeopardize the health of other employees.

Article VI - Sick Leave and Bereavement Leave (continued):

4. Any employee absent from work on either the employee's last scheduled working day before the celebration of a holiday (special leave day) or on the employee's next scheduled working day following the celebration of a holiday (special leave day), may be required to submit proof of illness from a physician.

E. BEREAVEMENT LEAVE

1. In case of death in the immediate family, an employee shall be granted up to three (3) days bereavement leave.

2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law or sister-in-law, grandmother and grandfather.

3. Reasonable verification of the event is required by the Borough.

4. Although bereavement leave is not sick leave, in the event of a death in the immediate family sick leave may be used for a period to supplement bereavement leave, as provided in paragraph A, Section 2 of this Article.

ARTICLE VII

INSURANCE

A. The following insurance or equivalent will be provided for the employee by the Borough:

Blue Cross	:	
Blue Shield	:	Family Plan
Rider J	:	
Major Medical	:	
Life Insurance - Employee only		
Workers' Compensation		
Liability -		

ARTICLE VIII

WORKERS' COMPENSATION

A. Employees entitled to receive Workers' Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job if charged against their sick leave or vacation time, except that upon turning the compensation check over to the Borough he shall receive a prorated number of sick days or holidays in return. Thereafter, the employee shall be paid his Workers' Compensation Insurance payments, as determined by the proper authorities. The time during which the employee receives Workers' Compensation Insurance shall not be charged against his sick leave or vacation time. Further, during the time that the employee is receiving Workers' Compensation Insurance, the Borough shall assume the Borough's share and the employee's share of his retirement contribution, except for his contributory insurance, plus the Borough agrees to continue the health benefits provided to the employee under this Agreement.

B. The benefits of 58-17 "Supplemental temporary disability benefits for full time officers and employees" shall apply for the first three (3) months, not six (6), and upon a review by the governing body, the governing body may grant an extension up to three (3) more months, the total time for the benefits not to exceed six (6) months. This shall not be construed to limit the management right of the governing body to require medical examinations and reports as substantiation of the compensation claims nor review of claim reports to prevent misuse of the benefit.

ARTICLE IX

PERSONAL AUTO USE

A. Police officers shall be compensated at the rate of fifteen (15¢) cents per mile for using their personal vehicles for attendance at required police schools, or on other approved official police business approved by the Chief of Police, except that in-service training in the Borough as provided in Article V, paragraph H of this Agreement is not eligible.

B. Effective July 1, 1979, the rate shall be seventeen (17¢) cents per mile.

ARTICLE X

HOLIDAYS

A. Due to the nature of the work of the Police Department, all members of the bargaining unit shall receive no official holidays with pay but shall receive in lieu of paid holidays twelve (12) Special Leave Days, each effective at the first of the month. Special Leave Days shall be provided at the rate of one (1) per each full month's employment. Special Leave Days as provided in this section shall not be carried to the next calendar year. Any Special Leave Days not taken nor compensated for within a calendar year shall be compensated for by payment at straight time and included with the payment for the last pay period of that calendar year. Special Leave Days are not to be used in determining overtime.

B. A member of the bargaining unit may elect to receive compensation in lieu of the day off procedure of Section A for six (6) of the twelve (12) Special Leave Days. Notification that the employee wishes additional pay in lieu of time off must be made by January 10th and must be for the six (6) of the twelve (12) days. Such payment shall be at the employee's base rate of pay and shall be made by June 15th. An employee hired after the first of the year must select this option within the first month of employment.

C. If the number of holidays given to other Borough employee groups by the Borough, and by no other legal entity, exceeds twelve (12) in a calendar year, members of the bargaining unit shall receive the same additional time as special leave.

Article X - Holidays (continued):

D. In the event that a trip or celebration of a special nature requires more continuous days than the employee's vacation time permits, the Chief of Police may grant inclusion of up to three (3) Special Leave Days to be taken with the vacation. Requests for more than three (3) Special Leave Days must be approved by the Chief of Police and the Borough Administrator.

ARTICLE XI

VACATIONS

A. Employees shall be granted vacation leave based on the following schedule:

<u>Complete Years of Continuous Service as of December 31 of the year</u>	<u>Vacation leave granted for the year</u>
One (1) or less	One day for each full month employed during calendar year
Two (2) to nine (9) inclusive	Twelve (12) days
Ten (10) to fourteen (14) inclusive	Fifteen (15) days
Fifteen (15) to nineteen (19) inclusive	Twenty (20) days
All over twenty (20) years	Twenty-five (25) days

B. Vacation benefits shall be computed as of January First of the calendar year. New employees hired after January First of the calendar year shall accrue one (1) day vacation benefit for each full month of service during the calendar year. Employees on the payroll as of January First of any calendar year shall on that January First be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve (12) months in the calendar year, the employee is only entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than the employee is entitled to at the time of severance shall have an amount equal to the daily rate of pay deducted from the employee's final pay for each day of vacation used in excess of the number of days to which the employee is entitled.

Article XI - Vacations (continued):

C. The Borough shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

D. Assignment of vacation shall be on the basis of seniority, except as modified in Sections E and G below.

E. Only one (1) man per category as indicated in this section shall be on vacation at any one time. Category for the purpose of this section shall be:

1. All department members assigned to detective work on a regular basis.

2. Superior Officers - Chief, Captain, Lieutenant

3. Sergeants not included in category (1).

F. No vacations shall be scheduled between December 20th and January 10th.

G. Requests for vacations shall be submitted by March 31st for seniority to be used in assignment priority. After March 31st all requests shall be treated equally, except as modified by Section E above.

H. All requests for vacation shall be made at least one (1) month in advance to allow for scheduling by the Chief of Police.

I. An employee may arrange to change a scheduled vacation only with the written approval of the Chief of Police.

J. All vacation days must be taken during the calendar year used in determining them, unless it is determined by the Chief of Police, and agreed to by the Borough Council Police Committee, that due to pressure of work or illness the time

Article XI - Vacations (continued):

cannot be taken. Vacation time not taken nor compensated for during a calendar year shall be compensated for by payment at straight time and included in the check for the last pay period of that calendar year. Vacation time shall not be used in determining overtime.

ARTICLE XII

PROFESSIONAL DEVELOPMENT OF POLICE

A. Members of the bargaining unit shall receive additional compensation in accordance with the following schedule for college credits from an accredited college acquired in the pursuit of an Associate Degree in law enforcement or a Bachelor's Degree in law enforcement:

15 credits	\$150.00
30 credits	\$300.00
45 credits	\$450.00
60 credits	\$600.00

B. To be eligible the employee must receive a grade of at least C.

C. Compensation for college credits will be paid in a lump sum payment on or before the first pay period in April of each year and will include credits acquired prior to January 21st. The employee must provide notice to the Chief of Police by December 31st of the employee's total anticipated credits so that money can be provided in the budget. Verified vouchers are to be submitted by March First.

ARTICLE XIII

SALARIES

A. All salaries and increases are set forth in Appendix "A" attached hereto and made a part hereto including ranges for classifications specifying minimum and maximum rates.

ARTICLE XIV

UNIFORM ALLOWANCE

A. The Borough agrees to provide a uniform allowance of up to Two Hundred Fifty (\$250.00) Dollars for members of the bargaining unit for approved uniform items. Requests for reimbursement under this Article must be accompanied by verified vouchers, according to the current practice.

B. Starting January 1, 1980, the Borough agrees to provide a uniform allowance of up to Two Hundred (\$200.00) Dollars for members of the bargaining unit for approved uniform items. Requests for reimbursement under this Article must be accompanied by verified vouchers, according to the current practice. Further, the Borough agrees to pay an annual maintenance allowance of One Hundred (\$100.00) Dollars, to be paid in the check next after July 1st.

ARTICLE XV

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Police and having the grievance adjusted without the intervention of the Association. Any employee wishing to process the employee's own grievance may do so, but no settlement shall be made inconsistent with the terms of this Agreement.

B. DEFINITION

The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement. It is further understood that disputes concerning terms and conditions of employment governed by statute or administrative

Article XV - Grievance Procedure (continued):

regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein.

C. PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. Time extensions may be mutually agreed to by the Borough and the employee, but such time extensions shall be in writing. The employee may process a grievance through any or all of the following steps without the Association if the employee chooses. If the employee does process a grievance without the Association, then the employee shall substitute for the Association in the following steps:

STEP ONE

The aggrieved employee and the Association representative shall present the employee's grievance to the employee's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) calendar days.

STEP TWO

If the grievance has not been settled, it shall be reduced to writing and presented by the Association representative to the Chief of Police within five (5) calendar days after the supervisor's response is due. The Chief of Police shall respond

Article XV - Grievance Procedure (continued):

to the Association representative in writing within five (5) calendar days.

STEP THREE

If the grievance still remains unadjusted or unanswered by the Chief of Police, it shall be presented by the Association representative to the Borough Administrator by serving the same upon the Borough Clerk in writing within seven (7) calendar days after the response of the Chief of Police is due. The Borough Administrator shall respond in writing to the Association representative within ten (10) calendar days unless extended by mutual consent. Should the grievance not be settled by Step Three, if the aggrieved is a permanent employee, he shall have the right to elect to pursue the remedies offered by the Civil Service Act, providing appeal is made to Civil Service within five (5) working days of receiving the Borough Administrator's response. If Civil Service remedies are pursued, arbitration pursuant to Step Four shall be precluded. Likewise, if arbitration pursuant to Step Four is pursued, Civil Service remedies are precluded.

STEP FOUR - ARBITRATION

1. If the grievance is not settled to the aggrieved employee's satisfaction at Step Three, the Association may refer the matter to binding arbitration pursuant to the rules and regulations of the American Arbitration Association within ten (10) calendar days after the determination by the Borough Administrator.

Article XV - Grievance Procedure (continued):

2. The arbitrator selected pursuant to the procedures of the American Arbitration Association shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and of the United States, and decisions of the Courts of the State of New Jersey and the United States, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact and reasons for making the award. The arbitrator shall be guided by and shall be bound by the rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding upon the parties subject to applicable judicial or administrative proceedings.

3. The costs for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. 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

Article XV - Grievance Procedure (continued):

preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. A failure to respond at any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XVI

PERSONNEL FILES

A. 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.

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 XVII

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 shall not be affected thereby and shall continue in full force and effect.

B. Any provision of this Agreement found to be in violation as outlined in paragraph A above, shall be subject to re-negotiation by the parties, but only to the end of insuring that such provisions are not in contradiction of any such aforementioned legislation or order and not to increase benefits. Where the provisions cannot be amended to make them conform to law or to any order as outlined in paragraph A above, they shall be completely deleted from the Agreement.

ARTICLE XVIII

FULLY-BARGAINED PROVISIONS AND FUTURE NEGOTIATIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance. If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same.

ARTICLE XIX

TERM AND RENEWAL

The term of this contract shall be from January 1, 1979 through December 31, 1980, subject to a written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred sixty-five (165) days prior to the Borough's required budget submission date. The foregoing reference is derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February 10 required budget submission date for municipalities such as the Borough. The foregoing is subject to PERC statutes, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hopacong, New Jersey, this 3 day of

April, 1980,

THE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 149
(HOPATCONG UNIT)

By: Sgt. Frank A. Liguori
Sgt. John Carnegie

BOROUGH OF HOPATCONG,
SUSSEX COUNTY, NEW JERSEY

By: Donald Bluffasting
Lane J. Bowers
8/17

ATTEST:

Jan Dora
Borough Clerk

Jan Dora
Borough Clerk

APPENDIX "A"

	<u>1978 Base Pay</u>	<u>Base Pay Effective 1/1/79</u>	<u>Base Pay Effective 1/1/80</u>
<u>PATROLMAN</u>			
Starting	\$ 9,800	\$ 10,900	\$ 11,000
Grade 4	10,900	12,000	12,000
Grade 3	11,900	13,000	13,000
Grade 2	13,200	15,100	14,000
Grade 1 (maximum)	14,450	15,750	16,900
<u>SERGEANT</u>			
Upon promotion	15,100	16,500	17,650
After one year	15,960	17,200	18,360
Grade 1			
<u>LIEUTENANT</u>			
Upon promotion			18,760
After one year	17,060	18,300	19,490
Grade 1			
<u>CAPTAIN</u>			
Upon promotion			19,860
After one year	19,100	19,100	20,260

Step movement shall commence with January 1, 1980. All persons in grade steps shall make annual step movement. Step movement shall be effective on each successive January 1st after date of initial employment or promotion.

The present detective stipend of \$1,000.00 shall be continued.