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AGREEMENT

between

Ho-Ho-Kus Borough et

BOROUGH OF HO-HO-KUS
Bergen County, New Jersey

and

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

X January 1, 1985 through December 31, 1986

ARON, SALSBERG & ROSEN
684 Passaic Avenue
Nutley, New Jersey 07110
(201) 667-3600

ARON. SALSBERG
& ROSEN
COUNSELLORS AT LAW
684 PASSAIC AVENUE
NUTLEY, NEW JERSEY
07110-1231

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ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
664 PASSAIC AVENUE
MUTLEY, NEW JERSEY
07110-1231

PREAMBLE

THIS AGREEMENT, made this *18* day of *SEPTEMBER*, 1986, 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, 1985 through December 31, 1986.

ARTICLE I
RECOGNITION

The 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.

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
884 PASSAIC AVENUE
MUTLEY, NEW JERSEY
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ARTICLE II
COMPENSATION

During the period covered by this Agreement, the following salary schedule shall be in effect:

	<u>EFFECTIVE</u> <u>1/1/85</u>	<u>EFFECTIVE</u> <u>1/1/86</u>
PATROLMAN		
During 1st year of service	\$14,810	\$15,848
During 2nd year of service	18,698	20,007
During 3rd year of service	22,587	24,168
During 4th year of service	26,476	28,329
After completion of 4th year (max)	30,365	32,491
SERGEANT	31,762	33,985

ARTICLE III

LONGEVITY

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

Starting on the 1st day of year	January 1, 1985	January 1, 1986
6 to 9	\$ 310	\$ 360
9 to 14	530	580
14 to 18	740	790
18 to 22	950	1,000
22 and over	1,150	1,200

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ARTICLE IV
CLOTHING ALLOWANCE

- A. Effective January 1, 1985, there shall be paid to each member of the PBA the sum of \$400.00 per year as and for a clothing allowance. This sum shall be paid upon the adoption of the salary ordinance.
- B. Effective January 1, 1986, there shall be paid to each member of the PBA the sum of \$450.00 per year as and for a clothing allowance. One hundred and fifty (\$150.00) must be used for the cleaning of the uniform and accessory clothing. This sum shall be due and payable as follows:
1. Upon adoption of the 1986 salary ordinance, each member of the PBA may draw the sum of \$150.00 which he shall expend directly for uniforms and other accessory clothing, as well as any equipment needed in the performance of his duties. Expenditures shall be verified by receipts submitted to the Chief.
 2. Upon expending the initial \$150.00, which shall have been verified by receipts, approved by the Chief, each member of the PBA may draw the remaining \$150.00 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 of \$150.00.

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. Declaration Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's day
11. Thanksgiving Day
12. Christmas Day

B. Beginning in 1986 Martin Luther King Jr.'s Birthday shall be added to the above list of holidays, making a total of thirteen (13) paid holidays per year.

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 future years. 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 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 a Blue Cross/Blue Shield Plan is supplied, then during such employment the retiree cannot take under the Ho-Ho-Kus Police Department Benefit. 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 aforementioned medical insurance on his own. This Benefit shall terminate ten (10) years after the member's retirement, or upon the retired member qualifying for Medicare benefits, whichever occurs first.

MON. SALSBERG
& ROSEN
COUNSELLORS AT LAW
684 PASSAIC AVENUE
MUTLEY, NEW JERSEY
07110-1231

ARTICLE VIII

VACATIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

G. 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 to the member in order that he may inspect such writing.
- B. Any member of the Police Department may, by appointment, review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.
- 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. The officer 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

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.

ARON, SALSBERG
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COUNSELLORS AT LAW
884 PASSAIC AVENUE
NUTLEY, NEW JERSEY
07110-1221

ARTICLE 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.

ARTICLE XII
GRIEVANCE PROCEDURE

- A. The term "grievance" as herein defined means the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employees covered under this Agreement.
- B. 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.

1. 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 and the grievance concerns an alleged violation of the provisions of this Agreement only, he shall then reduce his grievance to writing and shall present same to the Chief for his determination.

2. 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.

3. STEP THREE - MAYOR AND COUNCIL

(a) 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.

(b) 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.

(c) 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.

4. ARBITRATION

(a) If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days, the grievance shall be referred to the American Arbitration Association for the selection of an Arbitrator, pursuant to the rules of said Association. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) The Arbitrator shall have no authority to add or to subtract from the Agreement.

(c) Any employee covered by this Agreement may have the right to process his own grievance with his representative.

(d) The Arbitrator shall set forth his findings and conclusions in a written opinion.

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:

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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. 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 member 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. 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

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 the State of New Jersey 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

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 a 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 judgment in the Division of Workmen's Compensation or if there is an appeal therefrom, the final decision of the last reviewing court shall be binding upon the parties.

- 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 judgment, 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 XVII
MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.
- B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

ARTICLE XVIII

NO-STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association 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 an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough which would or could hamper or inhibit the Borough in carrying out its functions.
- C. The Association 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 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
EDUCATIONAL INCENTIVE

- A. Effective January 1, 1986, officers of the unit shall receive additional compensation for earned degrees in Police Science as follows:
1. For an Associate's degree (A.A. or its equivalent), an additional \$250.00.
 2. For a Bachelor's degree (B.A., B.S. or its equivalent), an additional \$500.00
- B. These sums are to be paid as part of the periodic paycheck.

ARTICLE XX

SEPARABILITY AND SAVINGS

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 XXI

EXTENSION OF CONTRACT PROTECTION

- A. In the event that the Borough and the bargaining agent for the PBA have not, by December 31, 1986, agreed upon the terms and conditions of employment of the PBA for the contract period commencing January 1, 1987, 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.

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

ATTEST:

J. B. Stewart
Clerk

BOROUGH OF HO-HO-KUS

By: Richard M. Payne
Mayor

WITNESS:

Catherine G. Stewart

HO-HO-KUS PBA LOCAL #79

By: Pvt. John A. Koch

By: Sgt. R. Berke

