

CAPTAIN AGREEMENT

Between

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

And

**Captain Greg McBain
OF THE HO-HO-KUS POLICE DEPARTMENT
January 1, 2024 through December 31, 2028**

ARTICLE I

RECOGNITION

This Agreement, entered into on this 28 day of May, 2024 by and between the Borough of Ho-Ho-Kus, in the County of Bergen, New Jersey (hereinafter referred to as the “Borough”) and Greg McBain (hereinafter referred to as the “Captain”), hereby establishes the following terms and conditions of employment for the position of Police Captain. This Agreement represents the complete negotiated understanding on all bargained issues between the Borough and the Police Captain.

ARTICLE II

MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself 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, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III

RESPONSIBILITIES OF THE CAPTAIN

Pursuant to the state law, the Ordinances of the Borough and the regulations and policies established by the Borough, the responsibilities of the appointed Captain shall include the responsibility to report to the Chief of Police, and in his absence or as delegated do any of the following:

- a) Conduct and manage the day-to-day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the Police and Police Force;
- c) Have, exercise and discharge the functions, powers and duties of the Police Force;
- d) Delegate such authority as he may deem necessary for the efficient operation of the Police

Force to be exercised under his direction and supervision;

e) Prescribe the duties and assignments of all subordinates and other personnel;

f) Report at least monthly at the regular meeting of the Borough or by any such other forms as the borough shall require as to the operation of the Police Force during the preceding month;

g) Other duties, powers and obligations consistent with law; and as may be assigned to him by the Mayor, Borough Council, Police Chief or the Administrator.

ARTICLE IV

WORKWEEK

The Captain shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Captain shall work at least forty (40) hours per week.

ARTICLE V

SICK LEAVE

The Captain shall be entitled to sick leave as defined in Borough of Ho-Ho-Kus Ordinance 42-5. Notwithstanding the same, sick leave shall not be payable and shall have no cash value.

ARTICLE VI

VACATIONS

a) The Captain shall be entitled vacation time as defined in Borough of Ho-Ho-Kus Ordinance 42-3 with each week consisting of five (5) working days.

b) The Captain shall be entitled to schedule his vacation time provided that the Captain shall not take vacation leave unless (subordinates) are available to assume control of and responsibility for the operation of the Police Department. In addition, the Chief nor Captain shall schedule the Captain's vacation time during any time period where planned events shall require the presence of the Captain and/or Chief of Police. The Captain shall be required to report

to the Borough Administrator the dates, which the Captain has selected for his vacation.

c) Any unused vacation time, which does not exceed five (5) days may be carried over to the following year. To the extent permitted by law, any unused and accrued vacation time in the final year of employment (which shall accrue monthly) will be compensated for by the Borough as straight time when the Captain of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the Borough.

ARTICLE VII

COMPENSATION

Captain Greg McBain shall receive the following compensation effective on the dates indicated; per year for the years 2024-2028 as set forth in this agreement:

Effective January 1, 2024	\$183,000
Effective January 1, 2025	\$188,000
Effective January 1, 2026	\$193,000
Effective January 1, 2027	\$197,000
Effective January 1, 2028	\$201,000

The number herein constitutes a complete salary, which eliminates the payment college incentive pay, longevity and medical reimbursement as well as any and other revenue, payments and stipends, except as may be set forth herein.

The Captain shall not be entitled to receive nor is he eligible to receive overtime pay in his capacity as Captain.

ARTICLE VIII

EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

The Captain shall be permitted to attend and be compensated for, at his regular salary, any local school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, or any other Police, New Jersey State Police, Federal Bureau of Investigation, or any other educational program of a management or supervisory nature, upon written approval from the Borough Administrator.

ARTICLE IX

SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement, is held to be 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.

ARTICLE X
FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues that can be bargained, 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.

ARTICLE XI
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either; the Borough Charter, Ordinances, or Rules and Regulations of the Police Department for the Borough.

ARTICLE XII
TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2024 and shall remain in effect to and including December 31, 2028, and shall continue thereafter until a new contract is executed.

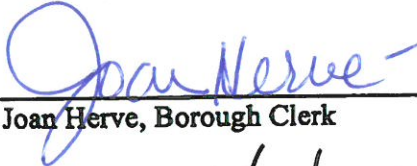
[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

CAPTAIN
BOROUGH OF HO-HO-KUS



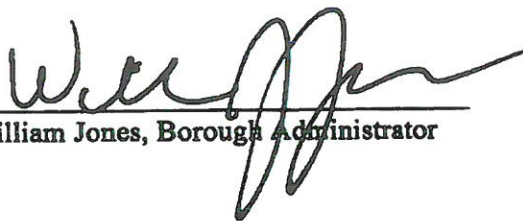
Greg McBain



Joan Herve, Borough Clerk

DATED: 6/6/24

ON BEHALF OF THE BOROUGH



William Jones, Borough Administrator