

AGREEMENT BETWEEN

BOROUGH OF HARRINGTON PARK

AND

***HARRINGTON PARK POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 233***

January 1, 2018 - December 31, 2022

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PREAMBLE

1.01 THIS AGREEMENT, made this ____ day of _____, 2018, by and between the
BOROUGH OF HARRINGTON PARK, hereinafter referred to as the Employer and the
**POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (HARRINGTON
PARK UNIT)**, hereinafter referred to as the PBA;

1.02 WHEREAS, the Employer and the PBA 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 any by both parties.

NOW THEREFORE, it is agreed:

ASSOCIATION RECOGNITION CLAUSE

2.01 *The Employer recognizes the PBA as the exclusive bargaining representative for collective negotiations with respect to all negotiable items of employment of all members of the Police Department of the Borough of Harrington Park except those Police Officers holding a rank higher than Captain.*

Specifically included in recognition are probationary Police Officers, as to whom recognition is (1) limited in scope to collective negotiations with respect to all negotiable items of employment, and (2) not to be construed as granting any right or privilege enjoyed by permanent Police Officers in addition to those established by this contract as negotiable items of employment, and (3) not to be construed as limiting any right afforded by ~~the~~ Employer by law.

Specifically excluded from recognition are Police Officers holding a rank higher than that of Captain, special police officers, part-time police officers, crossing guards, marshals, dispatchers and the like, if any.

2.02 *No Police Officer shall be compelled to join the PBA but each shall have the option to voluntarily join the PBA. The terms "Police Officer", "Employee", "member", and the like, as used herein shall include the plural, the singular, and both feminine and masculine genders.*

2.03 *The terms "Police Officer", "Employee", "member" and the like, as used herein, shall mean members of the Police Department of Harrington Park except those holding a rank higher than Captain. The term "Police Officer" shall apply to all members of the*

Harrington Park Police Department. The terms, "Section" and "Article" are interchangeable and refer to the numerical paragraph divisions.

- 2.04** *The Employer will not negotiate or make any contract or memorandum of agreement with any entity other than the PBA with regard to any negotiable issue of this Agreement.*

3.00

EMPLOYEE'S BASIC RIGHTS

- 3.01** Pursuant to N.J.S.A. 34:13A-1.1 et seq., the Employer hereby agrees that every Police Officer has the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any Police Officer in the enjoyment of any rights conferred by law.
- 3.02** The Employer shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of membership in the PBA and its lawful affiliates, participation in any activity of Employer, or the institution of any grievance, complaint or proceeding under this Agreement.

ASSOCIATION REPRESENTATION

- 4.01 *The PBA shall forthwith designate one (1) Police Officer as representative and one (1) Police Officer as alternate to act in behalf of the Association with respect to the terms of this Agreement. Within thirty-six (36) hours of designation, the PBA shall (without request by the Employer) so notify in writing the Chief of Police.*
- 4.02 *Upon the substitution of the representative or alternate, the PBA shall within thirty-six (36) hours thereof (and without request by the Employer) so notify in writing the Chief of Police.*
- 4.03 *The Employer shall recognize said representative or alternate as sole agent for the PBA, as is more particularly set forth below. For these purposes, the Employer shall first make reasonable efforts to communicate with the representative. If he is unavailable, the Employer shall then attempt to communicate with the alternate.*
- 4.04 *The authority of the representative and alternate shall be limited to, and shall not exceed, the following duties and activities:*
- (a) *The investigation and presentation of grievances in accordance with the provision of this Collective Bargaining Agreement. Investigation, as used herein, shall mean the review of evidence and circumstances surrounding the occurrence in question, provided the same is of a civil nature as distinguished from a criminal nature. Presentation, as used herein, shall mean the authority to represent one or more members of the PBA, within the limitation imposed by law. Said investigation, if performed, shall be during off duty hours and without compensation unless the investigation is conducted upon written*

request of the Chief of Police. Notwithstanding the foregoing, discovery shall not be denied in any disciplinary proceeding.

(b) To act as agent for each member of the PBA in the transmission of messages and information to and from the Employer.

4.05 Only when the representative or alternate is scheduled for his or her normal tour of duty shall he or she be granted time with pay for his or her scheduled working hours to investigate and present grievances upon written request of the Employer and to attend meetings and conferences on collective negotiations with the Employer.

5.01 *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.*

NON-DISCRIMINATION

- 6.01 *There shall be no discrimination by the Employer or the PBA against any Police Officer on account of race, color, creed, sex or national origin.*
- 6.02 *There shall be no discrimination, interference, restraint or coercion by the Employer of any of its representatives against any Police Officer because of his or her membership or non-membership in the PBA or because of any lawful activity by him or her on behalf of the PBA.*

The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any Police Officer who is not a member of the PBA.



NON-STRIKE PLEDGE

- 7.01 *It is recognized that the need for continued and uninterrupted operation of the Employer's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.*
- 7.02 *The PBA covenants and agrees that, during the term of this Agreement, neither the PBA 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 any Police Officer from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Police Officer's duties of employment), work stoppage, slowdown, walk-out or other job action against the Employer.*
- 7.03 *The PBA 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 members who participate in such activities to cease and desist from such activity immediately and to return to work and to take such other steps as may be necessary under the circumstances to bring about compliance with its order.*
- 7.04 *In the event of a strike, slowdown, walk-out or job action, it is agreed that participation in any such activity by any PBA member shall entitle the Employer to take appropriate disciplinary action including possible discharge in accordance with applicable law.*
- 7.05 *Nothing contained in this Agreement shall be construed to limit or restrict the Employer*

its rights 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 PBA or its members.

8.00

POLICE OFFICERS' BILL OF RIGHTS

8.01 *Police Officers 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 Employer.*

8.02 *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 an Employee shall be at a reasonable hour, preferably when the member of the force is on duty, unless the needs of the investigation dictate otherwise. No scheduled compensation shall be lost by virtue of such interrogation.*
- (2) The interrogation shall be at Police Headquarters or at a location reasonably connected to the investigation.*
- (3) The Employee shall be informed of the nature of the investigation before any interrogation commences, including the names of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the Employee is being interrogated as a witness only, he should be so*

informed at the initial contact.

- (4) 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.*
- (5) The Employee shall not be subject to offensive language, nor threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.*
- (6) Interrogation conducted on behalf of the Employer by any person to whom the Chief of Police is subordinate shall be recorded. In any event, there will be no "off the record" questions. The transcript of any recorded investigation shall be made reasonably available to the Employee; however, the Employer shall not be caused to incur any expense in connection therewith.*
- (7) At any time an Employee is under investigation regarding the commission of a crime and is a target of the investigation, before interrogation of the Employee shall commence, he shall be apprized of his right to counsel.*
- (8) In all disciplinary proceedings where the Employee is charged in those situations stated in (g) above, the Employer shall afford a reasonable opportunity for the Employee, if he or she so requests, to consult with counsel. Reasonable opportunity shall mean not more than twenty-four (24) hours.*

9.00

SALARIES

9.01 *The base salaries of Police Officers covered by this Agreement shall be as is set forth in Appendices "A-1", "A-2" and "A-3".*

10.00

WORK DAY, WORK WEEK & OVERTIME

10.01 *The work day of each Police Officer (as defined by Section 2.03) shall continue to be an eight (8) hour tour which shall continue to include appropriate meal and rest periods, as before.*

Effective upon the execution of the January 1, 2009 - December 31, 2013 contract, the Employer agrees to maintain a minimum of two (2) Police Officers to be on duty seven (7) days a week, between 0700 Hrs. and 0200 Hrs. However, in the event, after the Employer has made all reasonable attempts to insure that the two (2) Police Officer minimum is maintained, and no Employees are available to cover the secondary tour or any portion of the secondary tour, then at no time will the Employer be obligated to order an Employee to work in order to maintain the two (2) Police Officer minimum coverage. This minimum staffing agreement shall not in any manner limit the Chief of Police from fully and effectively managing the Police Department.

The parties agree to establish a Work Schedule Committee composed of an equal number of representatives from both the Employer and the PBA. The Work Schedule Committee shall meet regularly for the purpose of reviewing and making recommendations as to work schedule options.

10.02 *Overtime shall be paid to each Police Officer at the rate of one and one-half (1½ times) his or her regular hourly rate which shall be determined by dividing the base pay (which includes longevity and Holiday Pay) by two thousand eighty (2,080).*

10.03 *Overtime shall continue to be paid to each Police Officer for work in excess of eight (8)*

hours during the work day.

10.04 *Except as otherwise herein provided, where overtime is offered on a voluntary basis, it shall be offered to full time Officers first on a rotating basis fairly and equally without regard to rank or pay scale. However, nothing herein shall in any manner limit the Chief of Police from fully and effectively managing the Police Department.*

10.05 MINIMUM RECALL TIME

Subject to the following, in each case when the time off of a Police Officer is interrupted because he or she is called for duty, he or she shall be guaranteed a minimum of three (3) hours of overtime pay. Upon his or her completion of the task or tasks for which he or she was summoned, the Police Officer shall be discharged from duty, irrespective of the fact that he or she may have completed said task or tasks in less than three (3) hours.

This provision shall not apply to (1) TRAINING TIME pay (Section 14.00 et seq.); (2) those times any member is ordered to report early for his or her regularly scheduled shift; or (3) those times any member is held over, ordered, or otherwise required to remain on duty after the termination of his or her regularly scheduled shift.

When any Police Officer is ordered to report early for his or her regularly scheduled shift, overtime will be computed solely in accordance with the provisions of Sections 10.01 through 10.04. When any member is held over, ordered, or otherwise required to remain on duty after the termination of his or her regularly scheduled shift, he or she will receive no additional pay or other compensation unless the period he or she remains is between thirty (30) and sixty (60) minutes, in which case he or she will be considered to have worked a full additional one (1) hour.

SHIFT CHANGES

- 11.01 All requests by an Employee for shift changes shall be submitted in writing to the Chief of Police or his or her designee. Permission to make a shift change shall not be unreasonably withheld.*
- 11.02 The Employer agrees to not arbitrarily discriminate against or in favor of any Employee through arbitrary shift changes. Every reasonable effort shall be made by the Employer to avoid unnecessary shift changes. Whenever possible, the Employer shall give the Employee at least twenty-four (24) hours advance notice of the shift change.*
- 11.03 If the Employer fails to give the Employee twenty-four (24) or more hours notice of the Employee's shift change, then the Employee shall be paid for his rescheduled eight (8) hour shift ~~plus an additional~~ two (2) hours, which additional two (2) hours shall be payable as overtime hours, and overtime will be computed solely in accordance with the provisions of Sections 10.01 through 10.04.*



EDUCATION INCENTIVE PROGRAM

- 12.01 In addition to the wages, other remuneration and benefits provided by this Agreement, each Employee shall receive additional payments upon proof of qualification, pursuant to the terms and limitations established hereunder.*
- 12.02 Each Employee who pursues a course of study in accordance with the terms hereof shall attend school on off duty time and at no cost or expense to the Employer.*
- 12.03 Effective January 1, 1988, tuition will not be reimbursed for any post-college graduate credit or otherwise and in all cases, the cost of attendance at a college or university shall be at no cost or expense to the Employer.*
- 12.04 There shall be added to and made part of the remuneration to each Employee an annual increment ~~in payment~~ for a college or university degree in police science, criminal justice, public safety or an equivalent program associated with police in a field directly related to police work determined and approved by the Public Safety Committee in advance of enrollment therein by the Employee. However, no Employee hired after January 1, 2001 will be eligible for any payment until he or she accumulates eight (8) anniversary dates as a full-time member of the Police Department. Employees hired before January 1, 2001 will be eligible for payments when he or she accumulates five (5) anniversary dates as a full-time member of the Police Department.*
- As used herein, "anniversary date" shall be governed by the definition established by Paragraph A-6 of Appendix "A" (Base Annual Salaries) hereof following, which definition is pursuant to prior contracts, ordinances and past practices relative to*



salaries, longevity, overtime, and all other similar subjects.

12.05 *There shall be paid to each qualified Employee as aforesaid in addition to regular salary, the following sums:*

(a) *Upon attainment of either (1) an Associate Degree or (2) a number of credits equivalent to those which would otherwise merit an Associate Degree - \$1,190.00. Until attainment of a Bachelor Degree, no payment shall be made for any credit above an Associate Degree.*

(b) *Upon attainment of a Bachelor Degree - \$1,620.00*

12.06 *Payment will be made in a lump sum on June 30 each year, on presentation of (1) a properly executed payroll voucher and (2) proper certification from the institution attended by the Employee seeking payment and (3) upon receipt by the Employer of sufficient proof of the validity of the Employee's claim.*

12.07 *No payment shall be made for credits except as is expressly provided herein.*

13.00

COURT TIME

- 13.01** *"Court Time", as used herein, shall mean all time except during regular tours of duty, during which a Police Officer shall be required to attend Municipal Court, Superior Court, a Grand Jury proceeding, or other Court or Administrative Body, provided that the Police Officer's appearance is in connection with a criminal, quasi-criminal motor vehicle code violation or in connection with any action to which the Employer is a party.*
- 13.02** *All such court time shall be compensated. It shall be considered overtime pursuant to Article 10 hereof.*
- 13.03** *When a Police Officer is required to travel to and from any such Court or Administrative Body, travel time shall be included in the computation of the compensation to which he or she is entitled. Travel time shall be computed between Police Headquarters and the Court or Administrative Body. For these purposes, before leaving Court and immediately upon returning from Court, each Police Officer shall sign, date and indicate the time of departure or arrival in the Police blotter or other designated form, together with any other information reasonably required by the Employer.*
- 13.04** *Notwithstanding the foregoing, when a Police Officer incurs Court time other than during a regular tour of duty he or she shall receive a minimum of three (3) hours overtime pay. After the third hour at the Court session, the Police Officer will be compensated at the overtime rate in increments of one-half hour for each additional one-half hour or part thereof during which he or she is in attendance.*

TRAINING TIME PAY

- 14.01 Pursuant to past practices, the Employer shall compensate, at time and one-half, each Employee below the rank of Sergeant for attending training courses on off-duty time, when so ordered in writing by an officer above the rank of Sergeant, provided that said time qualifies as overtime pursuant to Article 10 hereof, if it does not so qualify, he or she shall be paid his or her regular hourly rate.*
- 14.02 Training time pay shall continue to apply to Sergeants.*
- 14.03 Past practices shall apply to Police Officers holding any rank higher than that of Sergeant.*

15.00

TRAVEL REIMBURSEMENT

15.01 When a Police Officer is required and directed in writing to utilize his or her personal vehicle for Department business, he or she shall be reimbursed by the Employer at the rate of twenty-two cents (\$.22) per mile, measured from Police Headquarters.

16.00

LONGEVITY

16.01 *In addition to all wages and other benefits, each Police Officer shall be entitled to longevity payments computed as a percentage of his or her yearly base salary in accordance with the following schedule:*

- (a) More than five (5) years but less than eight (8) years of continuous full time employment by the Employer - one and one-half percent (1.5%).*
- (b) More than eight (8) years, but less than eleven (11) years of continuous full time employment by the Employer - three percent (3%).*
- (c) More than eleven (11) years, but less than fourteen (14) years of continuous full time employment by the Employer - four percent (4%).*
- (d) More than fourteen (14) years but less than eighteen (18) years of full time employment by the Employer - five percent (5%).*
- (e) More than eighteen (18) years but less than twenty-three (23) years of full time employment by the Employer - six percent (6%).*
- (f) More than twenty-three (23) years of continuous full time employment by the Employer - seven percent (7%).*

16.02 *Payment shall be included in equal installments in regular payroll payments.*

16.03 *Employees hired after December 31, 2013 shall not be entitled to benefits provided in this Article.*

17.00

UNIFORMS

- 17.01** *Upon initial employment, each Employee shall receive from the Employer, free of charge and in lieu of a clothing allowance, a complete uniform, as defined by the Chief of Police.*
- 17.02** *If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.*
- 17.03** *An Employee may remove his or her uniform hat while riding in an official police vehicle.*

18.00

VACATIONS

18.01 *Vacations shall be granted in accordance with Appendix "B" annexed.*

18.02 *Vacations shall be taken on a seniority basis at any time during the calendar year, subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld. The vacation schedule will be posted on or before February 1, of each calendar year.*

19.00

HOLIDAYS

19.01 *Each Employee shall receive thirteen (13) paid holidays annually.*

19.02 *The entire holiday benefit shall be folded in and paid along with regular base salary and shall be utilized for all computation purposes for all Employees.*