

Township of South Hackensack
County of Bergen

Resolution No. 2033- 088 Authorizing the Execution of Local PBA 102 Agreement with the Township of South Hackensack for the term January 1, 2023 to December 31, 2027
--

WHEREAS, the Township of South Hackensack and PBA Local 102 are Parties to a Collective Bargaining Agreement which expires on December 31, 2022; and

WHEREAS, the Parties have negotiated a Successor Agreement for the term January 1, 2023 thru December 31, 2027 subject to ratification by both Parties; and

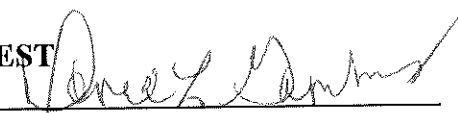
WHEREAS, the Township Committee and Township Attorney have reviewed the Collective Bargaining Agreement between the Parties and recommends the approval of same.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of South Hackensack, that the Agreement between the Township of South Hackensack and the Township of South Hackensack PBA Local 102 for the term January 1, 2023 to December 31, 2027 be and is hereby approved; and

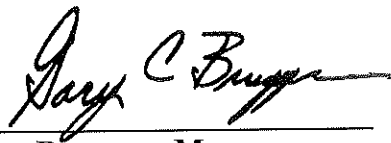
BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the Collective Bargaining Agreement between the Parties on behalf of the Township of South Hackensack.

**Consent Agenda 2023-03
March 9, 2023**

ATTEST



Donna L. Gambutti, Municipal Clerk



Gary Brugger, Mayor

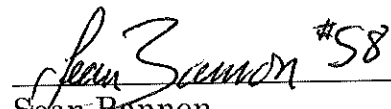
February 28, 2023

RE: Trial Period for Pitman/12 Hour Schedule

This memorializes the agreement of the Township of South Hackensack and the New Jersey State Policemen's Benevolent Association, Local #102 (South Hackensack Unit) that the temporary agreement to utilize twelve (12) hour tours as the primary work schedule for the South Hackensack Police Department as memorialized in the "Pitman Agreement" dated 6-1-2020 shall continue in accordance with the terms set forth in that agreement, including the provision concerning termination.



Gary Brugger
Mayor
Township of South Hackensack



Sean Bannon
Negotiations Committee
PBA Local #102

AGREEMENT

Between

TOWNSHIP OF SOUTH HACKENSACK

and

TOWNSHIP OF SOUTH HACKENSACK PBA, LOCAL 102

January 1, 2023 to December 31, 2027

LAW OFFICE OF D. JOHN MCAUSLAND
611 Palisade Avenue
Englewood Cliffs, New Jersey 07632
(201) 871-2100
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PREAMBLE

THIS AGREEMENT, made this 9th day of March, 2023, between the TOWNSHIP OF SOUTH HACKENSACK, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP" and the SOUTH HACKENSACK POLICE DEPARTMENT, LOCAL 102, hereinafter referred to as the "DEPARTMENT".

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering salaries, hours of work and other conditions of employment as set forth herein; and

WHEREAS, it is the desire of the parties herein to maintain and promote and harmonious relationship between the Township and such of its Employees as are covered by the provisions of this Agreement,

NOW THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Township recognized as being represented by the Department as follows:

ARTICLE I

RECOGNITION

The Township hereby recognizes the Department as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all full time law enforcement personnel for the Township but excluding the Chief of Police and Deputy Chief of Police.

The Department recognizes that the Township is a public benefit corporation and it was created and exists by virtue of statutory enactments and it is in the nature of a political subdivision and that its operations are for public benefit.

By reason hereof, the Department and the Township acknowledge that the power of the Township and Department to enter into this Agreement or any other provisions thereof is or may be subject to legal limitations; and in the event any part or any provision herein contained, rendered or declared invalid or any decree of a Court or tribunal of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof.

The parties hereto further agree that this Agreement shall be subject to, comply with and be governed by all applicable laws, decisions, rulings and regulations of any Court or tribunal of competent jurisdiction.

ARTICLE II

MANAGEMENT RIGHTS

(A) All rights, duties, powers, authority and responsibilities conveyed to and vested in the Township previous to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States are hereby retained by the Township. These rights, duties, powers, authority and responsibilities shall be limited only by the terms of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of the policies, rules, regulations, and practices thereof and the use of judgment and discretion in connection therewith shall be in conformance with the Constitution and Law of New Jersey and the United States.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under Revised Statutes Annotated 40 or any other National, State, County, or local laws or ordinances as in existence at the time of execution of this Agreement.

(B) SPECIAL POLICE AND CROSSING GUARDS: The Department hereby recognizes that the Township has the right in its discretion to utilize the services of the Special Police and Crossing Guards does not change any of the benefits granted hereto to the Department.

ARTICLE III

RECOGNITION OF CHAPTER 303

The parties recognize and affirm that their relationship is covered by New Jersey Employer-Employee Relations Act, the Laws of 1968, Chapter 303 N.J.S.A. 34:13A-1 et seq. as amended; and they agree that the conduct and procedures of their collective negotiations to be bound by the Rules and Regulations of the New Jersey Public Employment Relations Commission.

ARTICLE IV

EMPLOYEE RIGHTS

(A) There shall be no discrimination, interference or coercion by the Township or any other agent against the Department because of membership or activities of any member of the Police Department by reason of appointment by the Department to the negotiating committee.

The Department or any of its agents shall not intimidate or coerce Employees into membership. Neither the Township nor the Department shall discriminate against any Employee because of race, color, age, sex, or national origin. Except as otherwise provided herein, the Employer shall retain all civil rights as provided under Federal and New Jersey State Laws.

(B) All rights, privileges, and benefits which the members of the Department enjoyed prior to this Agreement are retained by the members of the Department except as those rights, privileges, and benefits which are specifically abridged or modified by this Agreement.

ARTICLE V

NO STRIKE AND NON-INTERFERENCE

It is recognized that the need for continued and uninterrupted operation of the Township's Department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. Therefore, the parties hereto agree that there shall be and that the Department, its Officers, agents, members, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lock-outs, mass absenteeism, or other similar action which would result in suspension of or interference with normal work performance. The Township shall have the right to discipline or discharge any Employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference in accordance with applicable law.

The Department shall not be liable for any unauthorized acts of its unit Employees provided the Department will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or any aforementioned and ordering all who participate in such activities to cease and desist from same immediately, to return to work along with such other steps that may be necessary under the circumstances to bring compliance with its order.

ARTICLE VI

DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Township from discharging or otherwise disciplining any Employee regardless of his seniority for good and just cause.

Said disciplinary action shall be governed by and subject to the laws of the State of New Jersey.

ARTICLE VII

WAGES

- (A) All Employees covered by this Agreement shall be paid wage rates in accordance with Appendix "A-1" and "A-2" attached to this Agreement.
- (B) Employees assigned to the Detective Bureau shall be compensated with an additional sum each year designated as "Detective Differential". The annual "Detective Differential" shall be One Thousand and Five Hundred (\$1,500.00) dollars per year.
- (C) The public employer shall have the right to implement a bi-weekly payroll procedure prospectively.

ARTICLE VIII

PERSONNEL FILES

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.

Any member of the Police Department may, by appointment, review his/her personnel file. This appointment for review must be made through the Chief of Police or the Chief's designated representative.

Whenever a written complaint concerning an Officer or his/her actions is to be placed in the Officer's personnel file, a copy shall be made available to the Officer and he/she shall be given the opportunity to rebut it if he or she so desires, and the rebuttal shall be placed in the Officer's personnel file.

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

ARTICLE IX

DURATION

This Agreement shall encompass a five year term. That is one which would span the period January 1, 2023 through December 31, 2027 and shall remain in full force and effect until midnight, December 31, 2027. All rights, duties and obligations created hereunder shall be retroactive to January 1, 2023.

If upon expiration of this Agreement on midnight December 31, 2027, a new Agreement has not been entered into between the parties, then this Agreement shall continue in full force and effect until a new Agreement shall be executed between the parties. This contract shall remain in full force and effect after midnight, December 31, 2027 until another contract has been fully executed by the parties.

ARTICLE X

LONGEVITY

(A) All full time Employees of the Department shall receive longevity pay as follows:

1% after one (1) year, up to and including four (4) full years of service;

2% after four (4) full years of service;

4% after eight (8) full years of service;

6% after twelve (12) full years of service;

8% after sixteen (16) full years of service;

10% after twenty (20) full years of service.

This shall be the maximum longevity payments any full time Employee shall be entitled to.

(B) For the purpose of determining longevity increments, years of service shall be calculated as follows:

If the Employee's anniversary date of any particular year is prior to July 1 of that year, then that entire year shall be considered as one (1) full year of service. If the Employee's anniversary date of employment is after July 1, payments will begin as of January 1st of the following year.

(C) Longevity shall be folded in with regular compensation and used for all calculation purposes.

(D) Employees hired on or after January 1, 2014 shall not be entitled to longevity benefits as provided in this article.

ARTICLE XI

HOURS OF WORK AND OVERTIME

- (A) This contract shall apply to all full time Police Officers of the Police Department of the Township of South Hackensack. The Police Department work schedule shall be four days of work, followed by two days off. This is commonly known as the "4-2 work chart". The first shift shall be at 11:00 p.m. to 7:00 a.m., the second shift shall be from 3:00 p.m. to 11:00 p.m., and the third shift shall be from 7:00 a.m. to 3:00 p.m. The current work chart and schedule procedure shall continue.
- (B) Overtime shall be paid for all work performed in excess of eight (8) hours in any day or for any work on a regular day off as defined by the annual 4-2 work chart. There shall be no pyramiding or duplicating overtime hours when calculation of same is determined.
- (C) The Overtime rate of compensation for each employee shall be calculated by adding the employee's base rate of compensation (the appropriate Appendix annexed, A-1 and A-2) and the employee's longevity entitlement (Article X). The sum of these two amounts shall be divided by Two Thousand and Eighty (2080) to calculate the straight time rate and then multiplied by one and one half (150%) to calculate the overtime rate. The parties acknowledge that the 4-2 work chart produces less than Two Thousand and Eight (2080) hours annually. The Two Thousand and Eighty

(2080) calculated is negotiated for the sole purpose of establishing a rate for overtime compensation.

(D) Whenever any member of the Department shall be required to appear before any Court or Administrative proceeding except in a civil action and when such appearance occurs outside his assigned duty hours, he shall be compensated for said appearance at the rate of time and one-half (1 ½) of the said Employee's hourly base rate of pay with a minimum of three (3) hours of overtime compensation per appearance.

When said appearance occur during the member's assigned duty hours he shall receive no extra compensation other than his regular base pay.

(E) All overtime will be offered to South Hackensack Police Officers, in an order to preference based upon a rotating seniority roster. There shall be two (2) separate lists for priority overtime purposes, one list for Department overtime and one list for outside details.

There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee on the seniority list.

While this Agreement contemplates the possibilities noted herein, it is agreed and understood that such bypassed Employees must become next on the seniority list for the purposes of the overtime roster.

The purposes of this Section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

(F) The public employer shall ensure a minimum of four (4) hours of work for all outside details. In the event that an outside detail is cancelled with less than four (4) hours before the detail is to commence then the four (4) hour minimum shall be paid from the escrow account to the Officer(s) effected.

ARTICLE XII

HOSPITALIZATION AND LIFE INSURANCE

The Township shall maintain the same or similar type of medical coverage and life insurance as is currently being provided for the members of the Department. However, should the Township change from one carrier or company to another, this change shall be done in such a manner so that all coverage will be continuous and without interruption or loss of any benefits.

Employees who complete twenty-five (25) years of service as recognized by the Police and Fire Retirement System including twenty (20) years of service with the Township shall continue to receive the same or similar type of medical coverage as the Employee received while employed by the Township. In the event an employee or his or her dependents become eligible to have insurance under Medicare as provided by Title XVIII of the Social Security Act as amended in 1965, or its successor plan or plans, then the Township of South Hackensack shall not be required to pay any additional premiums for such individual or his or her dependents for the insurance that would be terminated by their entering the Medicare program, whether or not such employee or his or her dependents enter the Medicare program.

Employees hired on or after January 1, 2019 shall be eligible for all insurance programs (or any successor program adopted in accordance with this paragraph at the level of Patriot 5 or lesser. Employees hired after January 1, 2019 shall not be eligible to select the current traditional plan, Aetna Open Access II, or any successor plan to traditional offered in the future adopted in accordance with this paragraph.

ARTICLE XIII

EQUIPMENT/GUN/CLOTHING ALLOWANCE

Each Employee shall receive an annual equipment/gun/clothing allowance. Said annual clothing allowance shall be Eight Hundred Fifty Dollars (\$850.00) per year.

Effective January 1, 2019, the annual equipment/gun/clothing allowance shall be One Thousand Dollars (\$1,000) per year.

The allowance shall be for the purchase or replacement of clothing and maintenance of clothing, weapons and equipment and shall be paid only upon presentment of a Township voucher and supporting evidence of replacement and maintenance. The Chief of Police shall have final approval over submitted receipts for reimbursement.

ARTICLE XIV

PERSONAL DAYS

Each member of the Department shall be entitled to receive five (5) personal days per year. Said personal days off shall be granted after it has been first approved by the Chief of Police and it shall not conflict with the proper performance of the Police Department. Said days must be used within each year or will be deemed waived.

ARTICLE XV

VACATION

The vacation period for each member of the Department shall begin on January 2, of each vacation year and shall continue in effect until December 15 inclusive of the same year. Annual vacation will be granted to Employees covered by this Agreement who have completed the required service of eligibility date of the particular vacation year as provided below:

1. If the Employee's anniversary date of any particular year is prior to July 1 of that year, then that entire year shall be considered as one (1) full year of service. If the Employee's anniversary date of employment is after July 1, vacation service shall be calculated beginning as of January 1st of the following year.
2. Patrolmen appointed to the Department during the period from January 1, through June 30 inclusive of the vacation year shall be entitled to five (5) working days vacation during said vacation year. Patrolmen appointed from July 1 to December 31, inclusive of vacation year shall not receive any vacation during said vacation year.
3. All members of the Department having completed less than five (5) full calendar years of service as defined in paragraph 1 shall be entitled to receive ten (10) working days of vacation time. Each member having completed less than twelve (12) full calendar years of service but more than five (5) full calendar years of services as defined in paragraph 1 shall be entitled to fifteen

(15) working days of vacation time in that particular vacation year. Each Employee of the Department having completed less than sixteen (16) full calendar years of service but more than twelve (12) full calendar years of service as defined in paragraph 1 shall be entitled to receive twenty (20) working days of vacation time during said vacation year. Each member of the Department having completed more than sixteen (16) full calendar years of services as defined in paragraph 1 year shall be entitled to receive twenty-five (25) working days of vacation during said vacation year.

4. Vacations shall be chosen by all members of the Department in the order of seniority and the rank of their unit.
5. Vacation periods shall not be scheduled between December 15 and January 2 without the permission of the Chief of Police and shall be completed by December 15.
6. Employees hired on or after May 21, 2010 who do not take vacation leave accrued in a given year because of business demands shall be granted that accrued leave only during the next succeeding year or otherwise in accordance with applicable law.

ARTICLE XVI

BEREAVEMENT LEAVE

Each full time Employee shall be entitled to be absent without loss of pay for bereavement leave following the death of any of the following named relatives:

1. One (1) day absence with full pay for bereavement for the death of an uncle, aunt, brother-in-law, sister-in-law, niece, nephew.
2. Five (5) days absence with full pay in the event of the death of the Employee's spouse, domestic partner, child, step-child, mother, step-mother, father, step-father, grandchild, step-grandchild, brother, step-brother, sister, step-sister, parents-in-law, grandparents, grandparents-in-law, an or any other relative member of the Employee's household. The Employer reserves the right to verify the legal relationship of the family member of the Employee.

ARTICLE XVII

HOLIDAYS

All members of the Department shall be paid one (1) full day's pay for each of the following holidays regardless of whether or not the individual works on said days:

1. New Year's Day
2. Martin Luther King's Day
3. Lincoln's Birthday
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Eve (1/2 day)
15. Christmas Day
16. New Year's Eve (1/2 day)

ARTICLE XVIII

TERMINAL LEAVE

Terminal leave shall be given to an Employee who retires with at least twenty-five (25) years or more service to the Township. Terminal leave shall be a maximum of three (3) months.

Employees hired on or after January 1, 2014 shall not be entitled to benefits provided in this article.

ARTICLE XIX

MAINTENANCE OF STANDARDS

All rights, privileges and benefits which the members of the Department enjoyed prior to this Agreement are retained by the members of the Department except as those rights, privileges, and benefits which are specifically abridged or modified by this Agreement.

ARTICLE XX

EDUCATIONAL PROGRAM

- (A) Educational Credits – An Associate's Degree in Police Science earns One Thousand (\$1,000.00) Dollars bonus. (One time payable). Employees hired on or after January 1, 2019 shall not be entitled to this payment.
- (B) Payment by the Township shall be made after the Employee has submitted a Township voucher for same with proper certification from an accredited college.
- (C) Any member of the Department who attends an endorsed Police school during his off duty time shall receive the sum of Seven (\$7.00) Dollars per day each day of attendance at said school plus Fifteen (\$.15) Cents per mile, and tolls. Attendance at such school shall be submitted for approval to the Chief of Police ten (10) days prior to the initial day of the course. The granting of such approval shall be solely in the discretion of the Chief of Police. The said sum of Seven (\$7.00) Dollars per day, Fifteen (\$.15) Cents per mile, and tolls, shall not be paid to any member of the Police Department which is enrolled as a student matriculating Police Science course at an accredited college. Any member of the Department who attends an endorsed Police school during duty time shall receive Fifteen (\$.15) Cents per mile and tolls.

ARTICLE XXI

SICK LEAVE

Accumulated Sick Leave – Each full time member of the Department shall accumulate sick leave on the basis of sixteen (16) days of such leave per year. Sick leave may be accumulated from year to year and shall be unlimited sick time. At the time of separation due to full twenty-five (25) year service to the Township or twenty-five (25) of P.F.R.S. or P.E.R.S. retirement, each Employee shall be compensated with pay on the basis of a maximum of ninety-five (95) days of sick leave. Employees hired on or after January 1, 2019 shall be compensated with pay on the basis of a maximum of seventy-five (75) days of sick leave.

After ten (10) years, each Employee who is separated due to voluntary resignation, or retirement, shall be compensated for one-half (1/2) of the accumulated sick leave to a maximum of forty-five (45) days. After five (5) years, each Employee who is separated due to voluntary resignation shall be compensated for one-quarter (1/4) of accumulated sick leave to a maximum of twenty-two and one-half (22 ½) days. No compensation for sick leave will be given to any Employee who is separated due to voluntary resignation under five (5) years of service.

When an Employee has depleted his accumulated sick time for any illness, not in the line of duty the Township will pass a resolution granting the Employee up to three (3) months sick leave with pay each year which shall include any sick days accumulated during the current year.

All full time Employees in order to receive their ninety-five (95) days or seventy-five (75) days compensation (depending upon hire date) must serve notice to the Township by January 15 of their retirement year in writing: Upon retirement the ninety-five (95) or seventy-five (75) days compensation will be based on their base pay for that year. Any payments for accumulated unused sick leave for employees hired on or after May 21, 2010 shall be limited to the maximum amount provided by N.J.S. 40A:9-10.4, or any successor statute thereto

A Doctor's certificate shall be brought in after five (5) consecutive scheduled work days missed.

ARTICLE XXII

INSURANCE

The Employer will indemnify all Employees covered by the Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

ARTICLE XXIII

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:

Any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty if present or available and where human safety or health is in peril or where there is an offense committed in the presence of the off duty Officer then the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

ARTICLE XXIV

WORK INCURRED INJURY

When an Employee covered under this Agreement suffers a work-connected injury or disability the Township shall continue such Employee at full pay during the continuance of such Employee's inability to work for a period of up to one (1) year.

During this period of time all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Township.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council may reasonably require the said Employee to present such certificate from time-to-time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician or physician employed by the Township or by the insurance carrier, then and in that event the burden shall be upon the Employee to establish such additional period of disability by obtaining judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

For the purpose of this Article the injury or illness incurred while the Employee is attending a Township sanctioned training program shall be considered in the line of duty.

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

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 or a sick leave policy heretofore agreed upon between the parties.

ARTICLE XXV

PROCEDURE FOR INVESTIGATION

In an effort to insure that Departmental 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 the Police Headquarters or the location where the incident allegedly occurred at the initial contact.
- (3) The member of the force shall be informed of the nature of the investigation before any interrogation commences. 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.
- (4) The questioning shall be reasonable in length and reasonable respites shall be provided for personal necessities meals, telephone calls and rest periods.
- (5) The investigation shall be conducted in a dignified manner and the member of the force shall not 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 requests to consult with counsel and or his Association representatives before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force shall not delay interrogation beyond one (1) hour for consultation with his Association representative nor more than two (2) hours for consultation with his attorney.

(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 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 XXVI

GRIEVANCE PROCEDURE

This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions effecting them including safety related issues. The definition of a "grievance" shall include "minor" disciplinary actions that is those actions which impose a penalty of a ten (10) day fine or suspension or a lesser penalty (Penalties which exceed such level would not be subject to the Grievance procedure, instead they would be dealt with under existing law.). A grievance may be raised by an individual Employee or group of Employees of the PBA.

(A) STEP ONE

In the event any Employee or group of Employees has a grievance, then within ten (10) calendar days from the date of the event being grieved or from the date when he knew or should have known of the occurrence of the act being grieved, the grievance shall be presented in writing to the Chief of Police. The Chief of Police shall respond to the grievance within ten (10) calendar days. Failure of the Chief to respond to the grievance within ten (10) calendar days shall be deemed a denial of grievance.

(B) STEP TWO

If the grievant(s) wishes to pursue the grievance beyond the Chief of Police then the grievance shall be presented in writing to the Police Commissioner within seven (7) days of the date of the rejection of the grievance by the Chief of Police. The Police Commissioner shall have ten (10) days within which to consider the grievance and response. Failure to respond within the time limit provided shall be deemed a denial of the grievance.

(C) STEP THREE

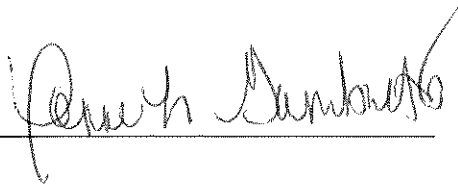
If the grievant(s) wishes to pursue the grievance beyond the Police Commissioner, then the grievance shall be presented in written form to the Township Committee (service to be made on the Township Clerk) within seven (7) days of the date of the rejection by the Police Commissioner. The Township Committee shall have twenty (20) calendar days to consider the grievance and response. Failure to respond shall be considered a denial of the grievance.

(D)STEP FOUR – ARBITRATION

1. If no satisfactory resolution of the grievance is reached at STEP THREE, then within ten (10) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. 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.
2. The Arbitrator shall have no authority to add to or subtract from the Agreement.
3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Township Committee on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or decide any matter in dispute that is subject to Civil Service Commission review and decision.
4. Any Employee covered by this Agreement may have the right to process his own grievance with his representative.
5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. 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 preceding step shall be considered final.

IN WITNESS WHEREOF, the parties have hereunto caused their presence to be signed by their proper officials and agents and caused their seals to be affixed hereto the date and year first written above.

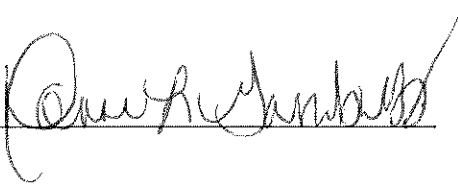
ATTEST:



TOWNSHIP OF SOUTH HACKENSACK:



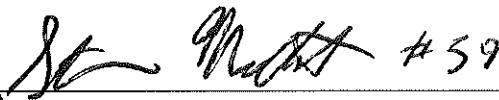
ATTEST:



SOUTH HACKENSACK POLICE
DEPARTMENT, LOCAL 102

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APPENDIX "A-1"

SALARY SCALE

APPLICABLE FOR EMPLOYEES HIRED BEFORE JANUARY 1, 2013

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Captain	\$175,934	\$181,212	\$186,648	\$192,248	\$196,093
Lieutenant	\$167,302	\$172,321	\$177,490	\$182,815	\$186,471
Sergeant	\$158,555	\$163,312	\$168,211	\$173,257	\$176,723
Patrolman					
After 8 Years	\$149,877	\$154,373	\$159,005	\$163,775	\$167,050
After 7 Years	\$143,352	\$147,653	\$152,082	\$156,645	\$159,778
After 6 Years	\$136,837	\$140,942	\$145,170	\$149,525	\$152,516
After 5 Years	\$127,072	\$130,884	\$134,811	\$138,855	\$141,632
After 4 Years	\$115,522	\$118,988	\$122,558	\$126,234	\$128,759
After 3 Years	\$104,296	\$107,425	\$110,647	\$113,967	\$116,246
After 2 Years	\$92,915	\$95,702	\$98,574	\$101,531	\$103,561
After 1 Year	\$81,533	\$83,979	\$86,498	\$89,093	\$90,875
Balance of 1st Year	\$70,155	\$72,259	\$74,427	\$76,660	\$78,193
Academy	\$59,025	\$60,795	\$62,619	\$64,498	\$65,788

APPENDIX "A-2"

SALARY SCALE

APPLICABLE FOR EMPLOYEES HIRED AFTER JANUARY 1, 2013

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Captain	\$175,934	\$181,212	\$186,648	\$192,248	\$196,093
Lieutenant	\$167,302	\$172,321	\$177,490	\$182,815	\$186,471
Sergeant	\$158,555	\$163,312	\$168,211	\$173,257	\$176,723
Patrolman					
After 10 Years	\$149,877	\$154,373	\$159,005	\$163,775	\$167,050
After 9 Years	\$140,998	\$145,228	\$149,584	\$154,072	\$157,153
After 8 Years	\$132,120	\$136,083	\$140,166	\$144,371	\$147,258
After 7 Years	\$123,243	\$126,940	\$130,748	\$134,671	\$137,364
After 6 Years	\$114,364	\$117,795	\$121,329	\$124,969	\$127,468
After 5 Years	\$105,487	\$108,652	\$111,912	\$115,269	\$117,574
After 4 Years	\$96,609	\$99,508	\$102,493	\$105,568	\$107,679
After 3 Years	\$87,731	\$90,363	\$93,074	\$95,866	\$97,784
After 2 Years	\$78,854	\$81,220	\$83,656	\$86,166	\$87,889
After 1 Year	\$69,976	\$72,075	\$74,238	\$76,465	\$77,994
Balance of 1st Year	\$61,099	\$62,932	\$64,820	\$66,765	\$68,100
Academy	\$52,221	\$53,788	\$55,401	\$57,063	\$58,204