

BOROUGH OF HASBROUCK HEIGHTS

RESOLUTION NO. 160

Dated: August 10, 2021

**RESOLUTION AUTHORIZING ENTRY INTO AN
EMPLOYMENT CONTRACT WITH THE
HASBROUCK HEIGHTS SUPERIOR OFFICERS'
UNIT OF THE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 102 FOR THE YEARS 2020
THROUGH 2025**

WHEREAS, the Borough of Hasbrouck Heights recognizes the Hasbrouck Heights Superior Officers' Unit of the Policemen's Benevolent Association Local 102 as the exclusive bargaining representative for the purpose of collective negotiations in respect to all negotiable terms of employment of all those members specified in its contract with the Borough, and

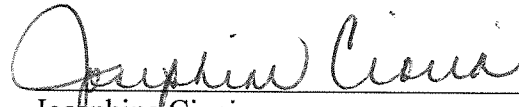
WHEREAS, the current contract between the Borough and the Hasbrouck Heights Unit of the Policemen's Benevolent Association Local 102 expired on December 31, 2019, and

WHEREAS, this Body duly established a subcommittee for the purpose of meeting with representatives of the Hasbrouck Heights Unit of the Policemen's Benevolent Association Local 102 for the purpose of negotiating the terms of a new contract, and

WHEREAS, the Borough's subcommittee and the representatives of the said P.B.A. have amicably reached an agreement as to the terms and conditions for the extension of the said contract for the years 2020, 2021, 2022, 2023, 2024 and 2025, upon the more certain specific terms as appear in the "Memorandum of Understanding", a copy of which is attached hereto, and

WHEREAS, this Body agrees with the terms and conditions contained in the said "Memorandum of Understanding" and finds and determines the same to be in the best interest of the Borough of Hasbrouck Heights,

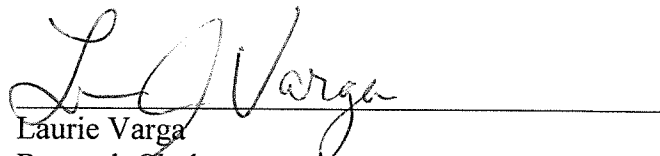
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hasbrouck Heights, County of Bergen and State of New Jersey, that the Mayor and Borough Clerk be and are hereby authorized and directed to execute a collective bargaining agreement with the Hasbrouck Heights Superior Officers' Unit of the Policemen's Benevolent Association Local 102 reflecting the terms and conditions contained in the said "Memo of Agreement" and in such form as may be approved by the Borough Attorney. This contract shall be placed on file in the office of the Borough Clerk and shall be open for inspection by the public during the regular business hours of that office.


Josephine Ciocia
Police Commissioner

Roll Call:

COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	PRESENT	ABSENT
Sickels			✓				
Reyngoudt			✓				
Ciocia	✓		✓				
Kistner			✓				
Lipari		✓	✓				
Hillmann			✓				

I, Laurie Varga, Acting Borough Clerk of the Borough of Hasbrouck Heights, County of Bergen, State of New Jersey, do hereby certify that the foregoing Resolution is a certified copy of Resolution No. 160 adopted by the Governing Body on August 10, 2021.


Laurie Varga
Borough Clerk

**Memorandum of Understanding
Borough of Hasbrouck Heights
and**

**NJ State PBA Local #102 Superior Officers
Hasbrouck Heights Unit**

This Memorandum of Understanding shall memorialize the agreement of the Borough of Hasbrouck Heights ("Borough") and the New Jersey State Policemen's Benevolent Association, Local #102, Superior Officers to extend the current collective bargaining agreement expiring on December 31, 2019. Except as modified in this agreement, terms and conditions of employment shall remain at present standards.

1. **Term:** January 1, 2020 to December 31, 2025
2. **Salaries** for all employees shall be in accordance with Exhibit "A" attached hereto.
3. The parties agree to modify/add the following language to the current contract:

A. Parental Leave

When an employee or employee's significant other gives birth, the employee shall be given off from work from the day of birth, as well as the following three calendar days following the birth without loss of pay.

This shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law

B. NEW WORKING CONDITIONS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. (See N.J.S.A. § 34:13A-5.3)

C. No Waiver

1. Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof.
2. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

D. CLAIMS AGAINST OFFICERS

Ordinance No. 2469, (attached) shall be incorporated into the contract in its entirety by reference.

E. Joint PBA-Management Committee

- (a). A committee consisting of the Mayor and/or his/her designees and a committee representing the SOA shall be established for the purpose of reviewing the administration of the agreement and to resolve problems that may arise. Said Committee will meet when necessary and required.

- (b). The purpose and intent of such meetings is to foster good employment relations through communications between the employer and the PBA on such matters:
- (c) Discussion of questions arising over the interpretation and application of this agreement;
- d. Disseminating general information of interest to the parties;
- e. Giving SOA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- f. The promotion of education and training;
- g. The elimination of waste and the conservation of materials and supplies;
- h. The improvement of working conditions, the safeguarding of health, prevention of hazards to life and property, and the strengthening of morale of the employees.

F. INTERNAL INVESTIGATIONS

- (a). The Borough agrees that any establishment of a Brady/Giglio policy or any determinations made by Borough representatives concerning Brady Giglio will be fair and reasonable.
- (b). Provided that same is consistent with the law and Attorney General Guidelines, in those instances where BWC or MVR footage record a use of force event, Officers will have access to the footage. Should an officer not be provided the opportunity to review any BWC videos prior to providing any statements and inconsistencies between the video and any statements will not be cause for discipline.
- (c). (Removed)
- (d). BWC records will not be assessed in order to attempt to establish a disciplinary action or investigation. The Department shall not inspect BWC records as a means to initiate discipline. However, it is understood that broader inspection of BWC records may be reviewed as necessary to properly complete an investigation of a specific incident or to address a specific complaint.

G. Grievance Procedure Steps

1. - Paragraph one will be modified as follows: "In the event that any Employee covered by this Agreement has a grievance, then within twenty (20) days, or such time as substantially reasonable, the grievance shall be presented in writing to the immediate supervisor.

Step 2. - Change "Deputy Chief" to "Supervisor of Division"

Step 3 - Reduce time for Chief's response from 12 days to 10 calendar days.

Step 4 - Modify to provide that appeals from the decision of the Chief of Police at Step 3 must be presented within 5 days to the Mayor and Council. The Mayor and Council shall then have two days from the second meeting of the Governing Body after presentation of the grievance to respond.

H. Furloughs/ Temporary Layoffs:

Reasonable notice shall be provided to the bargaining unit and
meaningful discussion shall take place prior to any layoff or furlough

I. Overtime selection -

The parties agree to re-open the contract and negotiate in an overtime selection
policy within six (6) months of the signing of this Memorandum of
Understanding.

4. All other terms of the predecessor agreement shall remain unchanged.

J. TERMINAL LEAVE ARTICLE XXXII

Paragraph "A" will be increased by an additional one (1) month terminal
leave upon retirement for a total of 6 months.

K. LONGEVITY

Unit members will receive longevity after completing their 24th year of service of 12%.

BOROUGH OF HASBROUCK HEIGHTS

Mayor

Police Commissioner

SOA LOCAL #102

Raises	2%	10,000	2% SGT + 1000 LT. + 2000 CAPT. + 3000	10,000	3.25%	3%
	2020	2021	2022	2023	2024	2025
SGT.	140,233	150,233	154,238	164,238	169,576	174,663
LT.	147,981	157,981	163,141	173,141	178,768	184,131
CAPT.	155,706	165,706	172,020	182,020	187,936	193,574
	2020	2021	2022	2023	2024	2025
BASE ANNUAL		SALARIES				