AGREEMENT

BETWEEN

BOROUGH OF HAWTHORNE
PASSAIC COUNTY, NEW JERSEY

AND

POLICEMEN'S BENEVOLENT ASSOCIATION OF
HAWTHORNE, NEW JERSEY, LOCAL NO. 200

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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PREAMBLE

This Agreement entered into this 15th day of February, 2012 by and between the Borough of Hawthorne, in the County of Passaic, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Local No. 200, Policemen's Benevolent Association of Hawthorne, hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Hawthorne PBA Local No. 200 as the exclusive collective negotiating agent for all full time Police Officers employed in the Police Department of the Borough, but excluding all superior Police Officers, all professional, craft and clerical employees and all other Borough employees and supervisors within the meaning of the Act.

B. The title of Police Officer shall be defined to include the plural as well as the singular, to include male as well as female, and to include probationary as well as permanent. (New Officers shall serve first by probationary appointment for a period of one year (12 months) before receiving permanent appointment which appointment shall be in the discretion of the Borough.)

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough of Hawthorne hereby retains and reserve 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 exclusive management and administrative control of the Borough Government and its properties and facilities, the activities of its Employees;

2. To hire all Employees, and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer Employees;

3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A, or

any other national, state, county, or local laws or regulations as they pertain to municipal government.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote Employees' morale. The parties agree this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The term grievance as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of Employees covered under this Agreement and may be raised by an individual, the Association or the Borough.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

a. An aggrieved Employee shall institute actions under the provisions hereof within ten (10) days of the occurrence of the grievance

and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate superior for the purpose of resolving the matter informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of his grievance.

b. The immediate superior shall render a decision within ten (10) days after receipt of the grievance.

STEP TWO

a. In the event the grievance is not settled through Step One and involves an alleged violation of this Agreement only, the same shall be reduced to writing by the Association and signed by the aggrieved, and filed with the Chief of Police, or his designee, within five (5) days following the determination by the immediate superior.

b. The Chief of Police, or his designee, shall render a decision, in writing, within five (5) days from receipt of the grievance.

STEP THREE

a. In the event the grievance is not resolved through Step Two, then within five (5) days following the determination of the Chief of Police, the matter may be submitted to the Mayor.

b. The Mayor, or his designee, shall review the matter and make his determination within ten (10) days from receipt of the grievance.

STEP FOUR

a. In the event the grievance is not resolved through Step Three, then within five (5) days following the determination of the Mayor ,or his designee, the matter may be submitted to the Municipal Council.

b. The Municipal Council shall review the matter and make its determination within ten (10) days from receipt of the grievance.

STEP FIVE

a. If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter to the Public Employment Relations Commission for appointment of an Arbitrator within ten (10) days after the determination by the Municipal Council. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

b. However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Municipal Council. In the event the aggrieved elects to pursue his appellate rights in accordance with Revised Statutes **40A:14-150**, the Arbitration hearing shall be canceled and the matter withdrawn from Arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. No more than one (1) substantive issue of arbitrability may be submitted to the Arbitrator at one time, unless agreed to in writing by both parties. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.

d. The cost for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. Any Employee may be represented at all stages of the Grievance Procedure by himself, or at his option, by a representative

selected or approved by the Association. When an Employee elects to present his own grievance, the Association shall have the right to be present and state its own views at Step Four and Five of the Grievance Procedure, unless the Employee objects to the presence of an Association representative, in which case the Association may not be present. In the event the Association is not present after final determination at Step Five, the Association will promptly receive a copy of the determination of the Arbitrator.

ARTICLE IV

SALARIES

A. During the term of this Agreement, all Officers shall receive the following salaries, respectively, commencing at, and continuing after, completion of the length of service indicated per Appendices A, A-1 and A-2.

B. Salaries for Employees covered by this Agreement shall be as set forth on Appendices A, A-1 and A-2 annexed.

C. During the term of the contract January 1, 2012 through December 31, 2014 only, Employees entitled to Patrol Step Guide Movement will continue to move to the next step per prior practice. The dollar value of said step movement shall be applied in stages. One-half (½)of the Step Guide Movement shall be paid when the step is achieved and the balance shall be added on the next succeeding January 1.

ARTICLE V

LONGEVITY

A. The present longevity program, based on the Employee's length of service with the Borough, shall be continued during the life of the Agreement on the following basis:

		New Hires 1/1/2000
From the beginning of the 5th year of service through the 7th year of service	2%	--
From the beginning of the 8th year of service through the 10th year of service	4%	4%
From the beginning of the 11th year of service through the 15th year of service	6%	6%
From the beginning of the 16th year of service through the 20th year of service	8%	8%
From the beginning of the 21st year of service through the 24th year of service	9%	9%
From the beginning of the 25th year of service and onward	10%	10%

B. Such longevity payments shall commence at the appropriate rate upon the Employee attaining the anniversary date counted from the original date of hire, *i.e.,* fifth, eight, eleventh, sixteenth, and twenty-first or twenty-fifth, except where the Employee resigns from the department and is later rehired, his date for longevity shall be the new date of hire.

C. Employees hired after January 1, 2012 shall receive longevity as

provided above, however the initial step of longevity shall be modified so that the first step access point is moved from eight (8) years to nine (9) years and the value of said first step shall be two percent (2%) instead of four percent (4%).

ARTICLE VI

DEDUCTIONS FROM WAGES

A. The Borough agrees to deduct from the salaries of its Employees, subject to this Agreement, all uniformly applied dues, fees and assessments for the Association. Such deductions shall be made in compliance with Chapter 310, P.L. 1967, **NJSA (RS) 52:14-15.9(e)**, as amended. Said monies, together with records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change, and shall furnish to the Borough new authorizations from its members showing the authorized deduction for each Employee.

C. The Association will provide the necessary "check off authorization" form and deliver the signed form to the Borough Treasurer. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suit or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the association to the Borough.

ARTICLE VII

NO STRIKE PLEDGE

A. 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, condone 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 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, walkout or other job action interfering with normal operations against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any Employee covered by this Agreement shall be deemed grounds for discipline of such Employee or Employees, subject however to the Grievance Procedure and/or the provisions of Title 40A.

C. The Association will actively discourage any of its members, or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. 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, its members, or any person acting on

its behalf.

ARTICLE VIII

HOURS AND OVERTIME

Effective January 1, 1999, all Employees covered by this Agreement, except those Employees in the Detective Bureau, shall be covered by a twelve (12) hour work chart (Chart B). Only Employees in a Detective Bureau shall continue to be governed by the eight (8.0) hour work chart provisions (Chart A).

Section 1, - Chart A (Eight (8.0) Hour Day Schedule)

A. The normal work day and work week shall consist of eight (8) hours per day and forty (40) hours per week.

B. Overtime is defined as work in excess of the daily or weekly tour stated above or one hundred sixty (160) hours in a twenty-eight (28) day work period.

Section 2. - Chart B (12 Hour Work Schedule)

A. A working day shall consist of a 12 hour shift. The shift will begin at 7:00 am and end at 7:00 PM for shift 1. Shift 2 will report at 7:00 pm and end at 7:00 am. The Department may alter the shift start times for up to one (1) hour to accommodate tour changes. The sequence of days off are as follows: 2 on - 2 off, 3 on - 2 off, 2 on - 3 off. Both the "3 on and 3 off" sequence shall fall on Friday, Saturday and Sunday. Squads will change shifts on a 28 day cycle.

B. No double shifts shall be permitted under the 12 hour work schedule.

C. Implementation of the 12 hour work chart shall be consistent with Attachment A annexed hereto.

Section 3.

All work in excess of the scheduled work day (as defined in Schedule A and Schedule B) and all work on regular days off, R.D.O., (as defined by Schedule A or Schedule B) shall be paid as overtime. Chart B overtime Calculation shall exclude the first fifteen (15) minutes.

B. For purposes of determining entitlement to overtime, approved paid leave time (vacation, sick, etc.) and, when applicable, transport time to and from work shall constitute working time.

C. If an Employee is required to appear in any municipal court, upper court or administrative forum on his day off, which appearance arises from the performance of his duties, he shall receive pay at the rate of time and one-half (1 ½) the regular straight time rate with a minimum guarantee of one and one-half (1 ½) hours pay except when such appearance is contiguous to his normal tour of duty. In those instances where the appearance is contiguous to the Employee's normal tour of duty, the Employee shall be paid for a minimum of one (1) hour at time and one-half (1 ½) the regular straight time rate of pay for the time after the end of the Employee's normal tour of duty.

D. In the event an Employee is called in to duty other than his normal tour of duty, the Employee shall be compensated at the rate of time and one-half (1 ½) the regular straight time rate of pay for all time worked during such period. In no event, however, shall he be paid for less than two (2) hours provided such call in is not contiguous to the Employee's normal tour of duty. In those instances, where the call in is contiguous to the Employee's normal tour of duty, he shall be paid at time and one-half (1 ½) the regular straight time

rate of pay for the actual time worked before or after the normal tour of duty.

E. In the event of assignment of duty at some location other than police headquarters, such as court appearances, the overtime shall be computed from the time the Police Officer reports to headquarters.

F. In any event on the 7 P.M. to 7 A.M. tour of duty, the second Officer who has been approved by the Chief of Police for a selective day off shall not have that day cancelled without prior twelve (12) hour notice. Any Officer given more than twelve (12) hours notice is responsible for the appropriate manpower for any upcoming tours. If the tour has not been properly staffed, the Officer will be subject to disciplinary action.

ARTICLE IX

HOLIDAY AND PERSONAL DAYS

A. In the event the Mayor and Council declare an unscheduled Borough wide holiday for all Borough Employees, the Employees covered by this Agreement shall be granted additional compensatory time off.

B. There shall be three (3) personal days *per annum*.

ARTICLE X

VACATION

A. The amount of vacation time due an Employee shall be computed during the life of this Agreement in accordance with the schedules noted below, and the Employee's anniversary dates shall be used to compute entitlement to benefits.

B. All Officers shall be entitled to the following paid vacations:

1. After one (1) year of continuous service - 2 weeks
2. After five (5) years of continuous service - 3 weeks
3. After ten (10) years of continuous service - 4 weeks
4. After twenty (20) years of continuous service - 5 weeks
5. At the end of the 24th year of continuous service one (1) week of eligible vacation may be carried over to the following year. No more than a total of one week may be accumulated during a person's total service.

ARTICLE XI

SICK LEAVE

A. The practice of administration of sick leave shall continue during the life of this Agreement.

B. An Employee who shall have been absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

1. An Employee who has been absent on sick leave for a period totaling ten (10) days in one calendar year consisting of periods of more than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year.

2. The appointing authority may require proof of illness of an Employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. Convalescent Time - Any Police Officer on sick or injured leave will be confined to his home unless specifically excused by the Borough Police physician or if the Borough Police physician is not available, by the ranking superior officer at the time the request is made. If any Police Officer is on sick or injured leave for an extended time, the department, with the approval of the Borough Police physician, has the right to place the Officer on convalescent duty. This duty assignment will be at the discretion of the Chief of Police.

ARTICLE XII

CLOTHING & EQUIPMENT REPLACEMENT ALLOWANCE

A. The following clothing and equipment will be given to new Employees:

1 pair all season trousers	1 trooper style cap
1 pair summer trousers	1 pair black shoes
1 dress blouse	1 pair slush boots
1 winter jacket	2 black ties
1 spring jacket	1 raincoat
3 long sleeve shirts	1 rainhat
3 short sleeve shirts	1 Sam Brown belt
1 approved Body Armor	2 Yellow Polo Shirts

B. Officers shall be required to maintain and be outfitted in the Departmentally prescribed uniform of the day.

C. Employees who leave the employ of the Borough will be responsible for reimbursing the Borough for the value of the clothing and equipment as follows:

Length of Service	Reimbursement to Borough
Less than one (1) full year	100%
After one (1) full year	75%
After two (2) full years	50%
After three (3) full years	25%
After four (4) full years	0%

D. Clothing damaged in the line of duty and not as a result of ordinary wear and tear shall, be replaced at the Borough expense without deduction from the amounts set forth in Section A above. This section shall not apply to personal jewelry, except for a watch not to exceed one hundred ($100.00) dollars in value.

E. Officers shall be required to maintain and be outfitted in the Department prescribed uniform of the day. All Employees are required to report to work with up-to-date, clean, proper uniforms as determined by the Chief of Police.

ARTICLE XIII

NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Association against any Employee on account of race, color, creed, sex, national origin or membership or non-membership in P.B.A. activity or non-activity.

ARTICLE XIV

BEREAVEMENT LEAVE

A. DEATH IN IMMEDIATE FAMILY.

1. Officers may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding four (4) work days.

2. Immediate family, for the purposes of this section, is defined as spouse, parent, child, sister, brother, mother-in-law and father-in law.

B. DEATH IN NON-IMMEDIATE FAMILY.

1. An Officer may be granted a leave of absence, without loss of pay, for a period not exceeding three (3) work days, for the death of the Officer's grandparent, grandchild, brother-in-law or sister-in-law.

2. An Officer may be granted a leave of absence, without loss of pay, for a period of one (1) day, for the death of the Officer's aunt or uncle, or the death of a grandparent of the Officer's spouse.

C. It is the intention of this Article that an Employee will suffer no loss of regular pay for the time periods specified above. In the event that an Employee has already scheduled paid time off for the period of the bereavement, the Employee may be required to provide proof of attendance at the funeral in order to receive bereavement leave rather than being charged for use of the other paid leave.

ARTICLE XV

MISCELLANEOUS

A. Benefits enjoyed by Employees covered under this Agreement as contained in Borough ordinances will be continued during the life of this Agreement unless otherwise agreed to between the parties.

B. Time off with pay shall be allowed for one elected Association officer, and one State Delegate to attend Statewide Association meetings and conventions, provided manpower needs of the Department be properly served. Other Officers shall cooperate in necessary shift adjustments or special assignments which may be necessary for that purpose. Additional Officers who may wish to attend such meetings as a Delegate or otherwise shall be permitted to do so, provided their respective duty assignments can be covered by voluntary arrangements which they shall be fully responsible for, and further provided such time off shall be without pay.

C. Prior to engaging in any outside business or employment, Officers shall request permission to do so to the Chief of Police through channels in the approved form. Such outside business or employment shall be subject to the approval of the Chief of Police in compliance with law.

D. Police personnel covered by this Agreement may be permitted to make a bilateral exchange of tour of duty provided:

1. Approval is received in advance from the Chief of Police or his designee.

2. There is no economic impact or cost to the Borough.

E. After completion of six (6) months of their probationary period, newly hired Employees will be entitled to pro rata personal days, and after completion of their entire probationary period, will be entitled pro rata to all other fringe benefits.

F. Upon completion of the current revision, a copy of applicable rules and regulations shall be presented to each Officer. The parties acknowledge the applicability of **N.J.S.A. 34:13A-5.3.**

G. No unmarked vehicles will be used for routine uniformed patrol unless it is properly equipped with emergency lights.

H. Each member of the department will be provided with a copy of this contract.

I. All Holidays are folded into the base salary for calculation purposes. The equivalent value of the current holidays shall be incorporated into and made part of base salary at the applicable value for each step of the respective salary schedules.

J. Employees scheduled to work on any days designated by the Borough as a "Holiday" shall receive regular compensation for that date only. Employees not scheduled to work on a Holiday shall not receive any compensation of that day whatsoever.

K. All Employees assigned to the eight (8) hour shift shall be required to work the equivalent number of hours of the former fourteen (14) holidays (one hundred twelve (112) hours) effective upon the execution of the Agreement and thereafter.

L. All Employees assigned to the twelve (12) hour shift shall be required to work the equivalent number of hours for the former nine (9) holidays (one hundred twelve (112) hours) effective upon execution of the Agreement and thereafter.

M. Hawthorne Police Officers shall be the primary providers of law enforcement services at all events sponsored by the Borough of Hawthorne. This provision shall not be interpreted so as to make the Borough's acceptance of mutual aid from another law enforcement agency a negotiable item nor prevent the Borough from accepting mutual aid at these events.

ARTICLE XVI

DETECTIVE FUNCTIONS

A. Personnel (all ranks) assigned to detective functions by the Chief shall receive an annual allowance of One Thousand Five Hundred ($1,500.00) Dollars.

B. In the event an Employee is assigned to such functions for less than a full year, he shall receive a *pro rated* allowance.

C. The Chief of Police may designate the hours (ten (10) hour schedule) and the functions and assignments of the Detective Bureau. The Commanding Officer of the Detective Bureau shall report directly to the Chief of Police.

ARTICLE XVII

INSURANCE

A. The Borough shall provide at its cost and expense dental insurance coverage for all Officers, and their families, which shall include spouses and dependent children (as defined in the policy presently in effect).

B. The Borough reserves the right to change dental or other insurance carriers, or to self-insure, so long as substantially equivalent benefits are provided.

C. Effective January 1, 2011, each Employee shall make a contribution towards the cost of health benefits in an amount equal to 1.5% of salary, in accordance with *P.L. 2010, Chapter 2*, of the State of New Jersey.

D. The parties agree to abide by and follow all statutory mandates which impact on this Article.

ARTICLE XVIII

PERSONNEL FILES

A. A member of the Police Department may by appointment review his personnel file once annually. This appointment for review must be made through the Chief of Police, or his designated representative.

B. Whenever a written complaint concerning an Officer is to be placed in his personnel file, the Officer shall have an opportunity to review such complaint. He shall also be given the opportunity within ten (10) days to submit a written response, if he so desires, and such response shall be placed in his file.

ARTICLE XIX

BULLETIN BOARD

A. The Borough will supply one glass enclosed bulletin board for the use of the Association to be placed in a conspicuous location but not in the view of the public.

B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without first furnishing a copy to the Chief of Police and without first receiving permission of the officially designated Association representative which shall be indicated on the material by the initials of such representative.

D. No material may be posted which does not meet the criteria of Section B and/or is of a derogatory, inflammatory, or political nature.

E. Material which does not conform with Section B and/or Section D may be removed by the Chief of Police.

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 to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, such provision or application shall be unenforceable. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXI

TERMINAL LEAVE

Effective upon execution and ratification of this Agreement, a member who retires after having completed twenty (20) or more years as a Police Officer for the Borough may apply to the Mayor for terminal leave to be taken immediately prior to his retirement date. The Mayor may approve such leave under the following conditions:

1. **Discipline.** The member shall not have received a disciplinary demotion or a disciplinary suspension of five (5) or more days during the five (5) years immediately preceding application for terminal leave, nor have received two (2) or more disciplinary suspensions of less than five (5) days during the same period, nor shall he, at the time of application, have disciplinary action pending that may result in termination, demotion or a suspension of five (5) or more days. Approval for terminal leave shall be withdrawn if the member is subsequently charged with a violation that may result in termination, demotion or a suspension of five (5) or more days, pending the outcome of those charges.

2. **Sick Leave.** The member shall not have used more than (a) thirty-five (35) sick days, for an Officer assigned to twelve (12-hour) hour shifts, or (b) fifty (50) sick days, for an Officer assigned to eight (8-hour) hour shifts in five (5) years, cumulatively during the five (5) years immediately prior to the start of the proposed terminal leave, except that the sick days used in conjunction with New Jersey State or Federal Family Leave or sick days used by a qualified individual as it is defined by the Americans with Disability Act (ADA) or approved leave under New Jersey Workmen's Compensation Act shall not be

counted toward the allowable number of days.

Terminal leave shall consist of six (6) weeks of paid leave in addition to any other earned paid leave time the member may have accumulated. Approval of terminal leave shall be granted in conjunction with the use of this other accumulated leave which may be used without regard to leave being taken by other Officers. While using terminal leave or other accumulated leave in conjunction with terminal leave, an Officer shall remain subject to applicable personnel policies of the Borough, all Attorney General Directives applying to Police Officers, and the Rules and Regulations of the Police Department, including possible recall.

A decision to take terminal leave shall be irrevocable once a member has begun the use of approved terminal leave, inclusive of any other accumulated leave being used in conjunction with terminal leave.

ARTICLE XXII

COMPLETENESS OF AGREEMENT

A. In accordance with Law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXIII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2014, without any reopening date.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, in accordance with state law of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Hawthorne, New Jersey on this 15TH day of February, 2012.

POLICEMEN'S BENEVOLENT ASSOCIATION OF HAWTHORNE, LOCAL NO. 200

BY: _____
PRESIDENT

ATTEST:
_____

BOROUGH OF HAWTHORNE PASSAIC COUNTY, NEW JERSEY

BY: _____
MAYOR

ATTEST:
BY: _____
BOROUGH CLERK

APPENDIX A

SALARIES

	Effective 01/01/2012	Effective 04/01/2012	Effective 04/01/2013	Effective 01/01/2014
Start	$39,467	$39,862	$40,858	$41,880
After 1 Year	$47,163	$47,635	$48,825	$50,046
After 2 Years	$56,352	$56,916	$58,338	$59,797
After 3 Years	$65,538	$66,193	$67,848	$69,544
After 4 Years	$74,723	$75,470	$77,357	$79,291
After 5 Years	$83,909	$84,748	$86,867	$89,038
After 6 Years	$93,097	$94,028	$96,379	$98,788
After 7 Years	$102,286	$103,309	$105,892	$108,539

APPENDIX A-1

SALARIES

(Employees Hired After 11/01/2007)

	Effective 01/01/2012	Effective 04/01/2012	Effective 04/01/2013	Effective 01/01/2014
Start	$37,768	$38,146	$39,099	$40,077
After 1 Year	$45,836	$46,294	$47,452	$48,638
After 2 Years	$53,905	$54,444	$55,805	$57,200
After 3 Years	$61,974	$62,594	$64,159	$65,763
After 4 Years	$70,042	$70,742	$72,511	$74,324
After 5 Years	$79,125	$79,916	$81,914	$83,962
After 6 Years	$86,180	$87,042	$89,218	$91,449
After 7 Years	$94,248	$95,190	$97,570	$100,009
After 8 Years	$102,286	$103,309	$105,892	$108,539

APPENDIX A-2

SALARIES

(Employees Hired After 01/01/2012)

	Effective 01/01/2012	Effective 04/01/2012	Effective 04/01/2013	Effective 01/01/2014
Start	$37,768	$38,146	$39,099	$40,077
After 1 Year	$44,936	$45,385	$46,520	$47,683
After 2 Years	$52,104	$52,625	$53,941	$55,289
After 3 Years	$59,272	$59,865	$61,361	$62,895
After 4 Years	$66,440	$67,104	$68,782	$70,502
After 5 Years	$73,608	$74,344	$76,203	$78,108
After 6 Years	$80,776	$81,584	$83,624	$85,714
After 7 Years	$87,944	$88,823	$91,044	$93,320
After 8 Years	$95,112	$96,063	$98,465	$100,926
After 9 Years	$102,286	$103,309	$105,892	$108,539

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After 9 Years	$102,286	$103,309	$105,892	$108,539

APPENDIX B

HAWTHORNE POLICE DEPARTMENT
BASIC GUIDELINES AND RULES FOR OPERATING
UNDER A 12 HOUR SCHEDULE

The schedule operates with two sets of paired squads (A and C) and (B and D). Each squad will be made up with six Officers (See chart below). Each squad will have a squad commander and his responsibilities and assignments being the same as we have now.

The second Officer will be a watch commander. His responsibilities and assignments will be similar to the Road Supervisor concept. This Officer will be in charge any time the Squad Commander is off. The minimum manpower on each squad will now be increased to five (5) men vs. the four (4) man minimum with one (1) Officer being off at any given time.

1. SQUAD COMMANDER
2. WATCH COMMANDER
3. PATROLMAN
4. PATROLMAN
5. PATROLMAN
6. PATROLMAN

Each paired squad (A and C) and (B and D) has the same work days and off days. One squad would work days while the other works nights. The other two squads would be off.

EXAMPLE: A Squad works 7 am to 7 pm, B Squad is off
C Squad works 7 pm to 7 am, D Squad is off

Staffing can be reduced to four Officers when approved in order to allow Officers to use their early out compensation time. See bidding procedures on how to use time.

Each squad will rotate every 28 days between days and nights. Shift changes will always take place after the long (three day) off break.

All Officers who live in town will be picked up on the hour. Officers who live out of town must be in headquarters at the start of his shift and ready to work.

Patrol sectors will remain as we know them South/North/West with the

exception that the patrol sectors will rotate every four hours. Rotations will always be done in the same order to avoid any confusion. A Patrol Officer starting in the south will work four hours south, then rotate into the north sector for four hours, then finish the last four hours west. See chart:

Start South - North - West
Start North - West - South
Start West - South - North

In order to maintain our equipment, vehicles will be assigned to Officers and each Officer will have the same vehicle on each tour of duty, when the Officer is off, his vehicle will be docked. When an Officer vehicle is in for repairs, that Officer will be assigned a spare vehicle until his vehicle is back in service.

Every Officer pick up or 10-18 will always be the same person, and this Officer will share this vehicle. If the Officers' pick up or 10-18 is off, the vehicle will be docked and secured.

All time due (vacation days and personal days) are converted to hours and taken that way. See attached sheet.

In order to ensure every Officer will receive all the time due them, it is now necessary to change our current bidding procedures. Therefore all vacation days, personal days and compensation days will be chosen in December prior to the new calendar year. Priority order will remain the same with vacation days, personal days and compensation days.

In trying to stay with our current vacation set up we will be choosing in seniority order, starting with the Shift Commander, then Watch Commander then senior patrolman on down. Each Officer who has five weeks vacation will choose all their weeks at the start equaling (17) vacation days. These vacation days may be taken in block or separated.

Upon completion of all vacation time scheduling, the same procedure will start for personal days. Each Officer will choose one (1) personal day under this procedure. One (1) personal day will be considered a "floating" personal day which may be used as need arises and shall not be denied by the Employer due to overtime exposure. A "floating personal day" that is not used in one (1) year shall be scheduled in advance for use during the following year in accordance with the above procedure.

After all vacation and personal days have been chosen for the entire squad the same procedure will start with each Officer choosing five compensation days. These

five days account for 60 hours of the time owed each Officer. The other 48 hours owed will be given out by allowing Officers to leave early when approved by a squad or watch commander. All Officers are urged to use this early out time each calendar year. These hours may also be used in 12 hour blocks if a day is open after the bidding process is completed.

Bi-laterals will remain unchanged and will be done in the same manner in which we have been doing them. Each Officer shall have a minimum of at least eight (8) hours off between shifts.

Training days are calculated to include travel time to and from the training facility. Officers are still scheduled for a 12 hour shift and must report to work first if working a day shift. Officer may elect to either take compensatory time or work the remainder of their shift.

Court time will remain the same when scheduled.

Sick time remains unchanged.

Each Officer will be given two (2) thirty (30) minute meal breaks, one every 6 hours.

The forty-eight hours of time owed will be taken on the 7 pm to 7 am shift, with one Officer taking five (5) hours of time at 0200 hours.

Conversion Table for 12 hour schedule:
Each Officer is scheduled to work an average of 182.5 days per year. 182.5 X 12 hours = 2,190 hours.

This is 108 hours more than our current schedule. Therefore to be compensated, we will be given the following:

(5) five additional days off - 5 days X 12 hours = 60 hours
(48) additional hours to be used to leave early = 48 hours

The current holiday/personal day allocations will be converted to hours and then into 12 hour days.

3 Personal Days X 8 hours = 24 hours or two (2) twelve (12) hour days

The current vacation allocations will be converted to hours and then into 12 hour days.

10 Vacation Days X 8 Hours = 80 Hours. 80 Hrs. Divided by 12 hrs. = 6.6 Days (7)
15 Vacation Days X 8 Hours = 120 Hours. 120 Hrs. Divided by 12 hrs. = 10.0 Days (10)
20 Vacation Days × 8 Hours = 160 Hours. 160 Hrs. Divided by 12 hrs. = 13.3 Days (14)
25 Vacation Days X 8 Hours = 200 Hours. 200 Hrs. Divided by 12 hrs. = 16.6 Days (17)

Effective January 1, 2003 the holiday benefit has been folded into the Appendix A, Appendix A-1 and Appendix A-2 pay rates.