

Contract no. 1466

T

AGREEMENT

Between

BOROUGH OF HAWTHORNE
PASSAIC COUNTY, NEW JERSEY

and

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

January 1, 1992 through December 31, 1994

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	GRIEVANCE PROCEDURE	5
IV	SALARIES	9
V	LONGEVITY	10
VI	DEDUCTIONS FROM WAGES	11
VII	NO-STRIKE PLEDGE	12
VIII	HOURS AND OVERTIME	14
IX	HOLIDAYS AND PERSONAL DAYS	16
X	VACATION	17
XI	SICK LEAVE	19
XII	CLOTHING AND EQUIPMENT REPLACEMENT ALLOWANCE	20
XIII	NON-DISCRIMINATION	22
XIV	BEREAVEMENT LEAVE	23
XV	MISCELLANEOUS	24
XVI	DETECTIVE FUNCTIONS	26
XVII	DENTAL INSURANCE	27
XVIII	PERSONNEL FILES	28
XIX	BULLETIN BOARD	29
XX	SEPARABILITY AND SAVINGS	30
XXI	COMPLETENESS OF AGREEMENT	31
XXII	TERM AND RENEWAL	32

PREAMBLE

THIS AGREEMENT entered into this day of April, 1992, 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 P.B.A. 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 II
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 that 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 - ARBITRATION

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 Steps 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 VI

SALARIES

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:

	<u>Jan 1, 1992</u>	<u>July 1, 1992</u>	<u>1993</u>	<u>1994</u>
Start	24709	25698	27240	28874
After 1 year	31284	32536	34488	36557
After 2 years	34572	35955	38112	40399
After 3 years	37859	39373	41736	44240
After 4 years	41147	42792	45360	48082
After 5 years	44440	46218	48991	51930

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:

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 11th year of service	3%
From the beginning of the 12th year of service through the 15th year of service	4%
From the beginning of the 16th year of service through the 19th year of service	5%
From the beginning of the 20th year of service through the 24th year of service	6%
From the beginning of the 25th year of service onward	8%

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, eighth, twelfth, sixteenth, and twentieth 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.

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, N.J.S.A. (R.S.) 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 40.

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

A. The normal work day and work week shall consist of eight and one-half (8½) hours per day and forty-two and one-half (42½) hours per week.

B. Overtime is defined as work in excess of the daily or weekly tour stated above or one hundred sixty-nine (169) hours in a twenty-eight (28) day work period.

C. 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.

D. 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 (1½) the regular straight time rate with a minimum guarantee of three (3) 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 (1½) the regular straight time rate of pay for the time after the end of the employee's normal tour of duty.

E. 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) the regular straight time rate of pay for the actual time worked before or after the normal tour of duty.

F. 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.

ARTICLE IX

HOLIDAY AND PERSONAL DAYS

A. There shall be fourteen (14) holidays granted in time off for each officer.

B. In addition, in the event the Mayor and Commissioners declare an unscheduled Borough-wide holiday for all Borough employees, the employees covered by this Agreement shall be granted additional compensatory time off.

C. There shall be two (2) personal days per annum during 1992, and three (3) personal days per annum commencing January 1, 1993.

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 employees' 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. At the start of the 11th year of continuous service - three weeks plus two days
4. At the start of the 13th year of continuous service - three weeks plus three days
5. At the start of the 15th year of continuous service - four weeks
6. At the start of the 21st year of continuous service - four weeks plus one day
7. At the start of the 22nd year of continuous service - four weeks plus two days
8. At the start of the 23rd year of continuous service - four weeks plus four days
9. At the start of the 24th year of continuous service - five weeks
10. 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 AND 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 Browne Belt |

B. Employees with one (1) year of service shall receive a maintenance allowance of Four Hundred (\$400.00) Dollars in 1992, Four Hundred Fifty (\$450.00) Dollars in 1993, and Four Hundred Seventy-Five (\$475.00) Dollars in 1994.

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:

<u>Length of Service</u>	<u>Reimbursement to Borough</u>
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, upon presentation to the Chief of Police of his designee, be replaced at 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.

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. Officers may be granted a leave of absence, without loss of pay, for death in the non-immediate family, for a period not exceeding three (3) work days.

2. Non-immediate family, for the purposes of this section, is defined as grandparents, grandchildren, brother-in-law and sister-in-law.

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, however, the employee is already receiving payment in the form of vacation pay or other compensation from the Borough, bereavement leave will not be granted.

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 can 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 an eight (8) hour 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 holidays and 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 properly equipped with an overhead light bar.

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

ARTICLE XVI

DETECTIVE FUNCTIONS

A. Personnel (all ranks) assigned to detective functions by the Chief shall receive an annual allowance of Nine Hundred (\$900.00) Dollars in 1992, and One Thousand (\$1,000.00) Dollars in 1993 and 1994.

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

ARTICLE XVII

DENTAL 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.

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

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 XXII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994, 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 30th day of April, 1992.

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

BOROUGH OF HAWTHORNE
PASSAIC COUNTY, NEW JERSEY

By: Joseph J. Walitko
President

By: Anthony Romo
Mayor

ATTEST:

ATTEST:

By: Ernest S. Carlson

By: Sally Lenora
Borough Clerk

DCB\21205