

Ratified 10/3/78

THIS DOES NOT
CIRCULATE

20-07

AGREEMENT
BETWEEN THE TOWNSHIP OF HILLSIDE AND
POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL # 70.

1/1/78-12/31/78

-PREAMBLE-

Union County

This Agreement, effective as of the 1st of January, 1978, by and between the Township of Hillside, New Jersey, hereinafter referred to as the "township", and Local # 70, Policeman's Benevolent Association, hereinafter referred to as the "P.B.A.", is designated through collective negotiations to maintain and promote a harmonious relationship between the Township of Hillside and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Township hereby recognizes the P.B.A. as the exclusive collective negotiation representative for all Hillside Police personnel with the rank of Patrolman and with the rank of Detective.

ARTICLE II.

P.B.A. NEGOTIATING COMMITTEE-ITS RIGHTS AND DUTIES

Section 1.

There shall be five members of the P.B.A. negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the P.B.A. for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which said members are scheduled to be on duty, except in case of police emergency.

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

Section 2.

There shall be five members of the P.B.A. Grievance Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which said members are scheduled to be on duty, except in case of police emergency.

Section 3.

The Executive Delegate for the P.B.A. shall be granted leave from duty with full pay for all meetings of the P.B.A. State Executive Board and all membership meetings of the State P.B.A. when such meetings take place at a time when such officer is scheduled to be on duty.

Section 4.

The President and Executive Delegate of the P.B.A. shall be granted leave from duty with full pay to perform the duties of their respective offices with the Township of Hillside.

ARTICLE III
HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The hours for all employees shall average over their regular cycle 37-1/2 hours per week. Schedules shall be administered by the Chief of Police and shall be determined at his discretion.

Section 2. Overtime

Whenever an employee works in excess of his assigned work day schedule, as provided for in Section 1 above, he shall be paid for such overtime at 1-1/2 times his regular rate (regular rate shall be calculated on gross salary based on a 37-1/2 hour work week) on a 1-1/2 hour-for-hour basis or at his option shall be entitled to compensatory time off on an

1-1/2 hour-for-hour basis.

All time off earned by such employee shall be taken off at the option of such employee with permission of the Chief of Police. Such permission of the Chief of Police shall not be unreasonably withheld.

In the event the Mayor and the Chief of Police declare a State of Emergency, those members of the department who are called in and report shall receive a minimum of 2 hours overtime. All overtime monies are to be computed on a monthly basis and paid quarterly within 30 days from the close of the quarter provided the officer request same in writing to the Treasurer at least 15 days prior to the end of the quarter.

Section 3 Compensatory Time Off

Each employee (employed more than one calendar year) shall be entitled to 3 compensatory days off during the calendar year, which will be taken with the approval of and in the sole discretion of the Chief of the Department. Compensatory days, if not received during the calendar year, will be considered lost and there shall be no carry over of same to the next calendar year.

ARTICLE IV.

Vacations for police officers shall be as follows: Less than one year-one working day for each month of employment not to exceed 10 working days. The Chief is authorized to adjust inequities in vacation schedules which result from varying shifts.

1 - 3 years.....	10	working days		
3 - 5 "	13	"	"	"
5 - 10 "	16	"	"	"
10 - 15 "	18	"	"	"
over 15 "	21	"	"	"

In the event the patrol shift is changed from a 5/5 schedule, this article will be subject to renegotiation.

ARTICLE V.

There shall be eleven (11) paid holidays per year of 8 consecutive hours each. If an employee elects to use up a minimum of 5 and a maximum of 7 of these holidays, this holiday

time shall be deducted at the rate of 8 hours per holiday used up, regardless of the number of hours in the employee's regular working day. In the event the employee does not exercise the above plan, his holiday time shall be deducted as used on an hour for hour basis.

ARTICLE VI.

Each employee shall receive a leave of absence of five consecutive days if there is a death of the employee's immediate family, other than a spouse or child in which event the number of consecutive days shall be seven and shall be calculated in the same manner as five consecutive days. Immediate family shall be defined as father, mother, brother, sister, wife or husband, the member's children, his in-laws, his grandparents and his wife's grandparents. Five consecutive days off shall be defined as five working days and any non-working days which fall within the five day period immediately following the death in question. Each employee shall receive a leave of absence of 1 day if there is a death in the employee's family other than the immediate family as defined above.

ARTICLE VII.

Salary for employees of the police department for the year 1978 shall be retroactive to January 1, 1978, and shall be as follows:

Patrolman.....	\$16,020.00
Detective.....	\$16,520.00

K-9 Handlers shall be compensated for the care, maintenance, handling and training of their canines in an amount of \$1,000.00 per annum in addition to their regular salary as a police officer. The \$1,000.00 compensation is to be paid semi-annually.

ARTICLE VIII

CLOTHING ALLOTMENT AND CLOTHING MAINTENANCE

Section 1. Clothing Allotment

All permanent employees of the Police Department, upon completing their probationary period, shall be entitled to an annual clothing allowance of \$ 325.00.

Section 2. Clothing Maintenance

All permanent employees of the Police Department, upon the completion of their probationary period shall be entitled to an annual clothing maintenance allowance of \$ 150.00.

ARTICLE IX

EDUCATIONAL INCENTIVE PAY FOR POLICEMEN

Each full-time member and permanent employee of the Police Department who successfully and satisfactorily completes the number of courses hereinafter set forth in a program in Police Science at a recognized college or university which is part of a program leading to an associate degree in Police Science shall be entitled hereafter to additional compensation at the rate specified.

Section 1.

Upon the successful and satisfactory completion of 33 credit hours for an Associate Degree in Police Science, the employee shall receive a salary increase of \$ 350.00 per year.

Section 2.

Upon the successful and satisfactory completion of the required credit hours and upon the attainment of an Associate Degree in Police Science the employee shall receive a salary increase of an additional \$ 350.00 per year.

Section 3.

An educational program to be accepted under this subsection shall be equivalent or substantially similar to the degree program in Police Science offered by Rutgers University, the State University of the State of New Jersey, which now requires 68 credit hours of approved courses for such degree. The Township Committee shall determine whether any degree or course program is equivalent to the program now offered by Rutgers University and shall have final approval as to its applicability and appropriateness.

Section 4.

The additional compensation herein provided shall be payable upon presentation to the Township Committee of a proper certificate from the institution setting forth the number of credit hours completed and the requirements for conferring a degree in Police Science.

Section 5.

An officer who successfully completes County, State or Federal Police Science training courses or other such schools to which he is assigned by the Chief of Police shall receive a salary increase of \$ 350.00 per year upon successfully satisfactory attaining 495 hours of schooling. Upon the successful and satisfactory completion of an additional 495 hours he shall receive an additional \$ 350.00 per year. The Township Committee shall have the final approval as to the applicability or appropriateness of any such course of instruction.

Section 6.

The employee shall be credited for such education as described in Section 1-3 and 5 hereof that he has heretofore received while a member of the Hillside Police Department or

such college credits as described in Section 1-3 he may have accrued during his lifetime. The Township Committee shall determine which such prior credits, if any, shall be no compensation for basic training.

Section 7.

The Chief of Police shall make available a list of schools to all employees. Officers who wish to attend said schools shall apply through the Training Officer of the Hillside Police Department. The Training Officer shall then make arrangements for the officers qualified to attend the schools. The determination of who may attend, what courses and when shall be within the sole discretion of the employer.

Section 8.

Priority for attendance shall be determined by the Police Department as follows:

- A. The individual who is in need of specialized training to fill the needs of the department.
- B. The officer who has the most seniority and the least amount of training.
- C. Officers may attend police courses on their own time even though not assigned by the department, and receive credit for them as long as they are recognized courses and are sanctioned by the police department. Officers must make arrangements to attend on their own time.

Section 9.

The maximum salary increase that can be obtained under this program is \$ 700.00. However, the non-college courses referred to in Section 5 may be used to establish eligibility for the compensation referred to herein on the basis of fifteen

(15) hours of such courses representing the equivalent of one (1) credit hour, in a recognized college or university course.

Section 10.

The department shall continue its policy of ordering its men to attend specialized schools such as Breathalyzer Course for Sergeants, Traffic Investigation for the men assigned to the Traffic Division, Narcotic Schools for men assigned narcotic responsibility, Supervision and Administration courses for superior officers along with miscellaneous other schools necessary from time to time.

Section 11.

Members of the Department so ordered to attend said courses shall be considered on duty while attending school and they shall do so on departmental time. They shall observe all rules and regulations, be on time for all sessions, and give strict attention to training instructions. Should the officer fail to successfully complete the course he shall not receive credit or compensation for the course. In the area of college training, the officer must attain a mark of C or its equivalent or better to qualify for compensation under this program.

Section 12.

The employee shall have the right to combine college course credits with vocational and technical training credits in order to be eligible for the salary increases as set forth in Sections 1, 2 and five of this Article. If the employee desires to combine these two categories the following criteria will apply:

One (1) college credit is equal to 15 hours of vocational and technical training. The maximum salary increase that can be obtained by accumulating college, vocational and technical, by a combination of both, or by any other method is \$ 700.00.

Section 13.

Nothing in this contract or in department rules and regulations or Township Ordinances shall make promotional examinations contingent upon college-level courses or a college degree.

ARTICLE X.

LONGEVITY

All employees of the Hillside Police Department covered by this Agreement shall be entitled to and be paid longevity pay. Longevity pay shall begin on the members 5th anniversary date at the rate of 2% of his previous years base salary. Subsequent five year periods of continuous service shall increase the employee's longevity pay an additional 2% until a maximum of 10% is realized. The following scale shall be used in calculating longevity.

5th anniversary date.....	2%
10th anniversary date.....	4%
15th anniversary date.....	6%
20th anniversary date.....	8%
25th anniversary date.....	10%

Longevity payments shall be made within 60 days of the anniversary date.

ARTICLE XI.

P.B.A. ACTIVITY PROTECTED

Except for the right to strike or to withhold services which are hereby prohibited, all other P.B.A. activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement or the laws

of the State of New Jersey. Nothing shall abridge the right of any duly authorized representative of the P.B.A. to present the Views of the P.B.A. to the citizens of Hillside of issues which affect the welfare of its members.

ARTICLE XII.

GRIEVANCE PROCEDURES

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of such employee this action is taken by the Township without just cause, or if any employee or group of employees feels aggrieved concerning the application of this agreement, adjustment shall be sought as follows:

a. In the event a grievance cannot be resolved on an informal level, the aggrieved individual may submit a grievance in writing to the P.B.A. Grievance Committee which shall be reviewed by the Committee and may be submitted in writing to the Chief of the Department within ten (10) days of the occurrence or event giving rise to the grievance, the Chief shall arrange to meet with the representatives of the P.B.A. for the purpose of adjusting or resolving such grievance.

b. If such grievance is not resolved to the satisfaction of the P.B.A. by the Chief within five (5) days after such meeting, or if the grievance concerns an action initiated by the Township Committee, the Township shall arrange to and meet with the representatives of the P.B.A. within a reasonable time (not later than 2 weeks) for the purpose of adjusting or resolving such grievance. The Township Committee, in making its determination shall hold a hearing in which all interested parties may attend and be heard. Within ten (10) days after the meeting, the Township Committee shall advise

b. (cont'd.)

the P.B.A. of their decision in writing. The decision of the Township Committee shall be final and binding on the parties.

c. Nothing contained herein shall be construed to deny any individual employee his right to and under Civil Service laws or regulations or due process of law.

ARTICLE XIII.

RETIRES HOSPITALIZATION INSURANCE

Retired employees of the Hillside Police Department, commencing January 1, 1974 shall receive the same hospitalization and medical plans now enjoyed by active employees. This program is in accordance with Assembly Bill # 1539 which was signed into law by the Governor of New Jersey on May 7, 1973.

ARTICLE XIV

The Township shall obtain and pay for a special Group Accidental Death and Dismemberment policy on the employees covered by this Agreement with a limit of \$ 10,000.00 on each individual. The employees agree to cooperate in taking all steps deemed necessary by the insurance company to implement the terms of this Section.

ARTICLE XV

ESTATE BENEFITS

In the event that an employee dies during the life of this Agreement, his estate shall be entitled to the following benefits which have acculated and are unused at the time of his death:

- A. Vacation time
- B. Holiday time
- C. Overtime
- D. Compensatory time
- E. The difference in rate of pay at the beginning of the year and that which is agreed upon by contract during that year up until and including date of death.

ARTICLE XVI

SHAPE-UP-TIME

Each employee shall receive an annual allowance of \$250.00 for shape-up time. In the event an employee shall not be employed during the entire year, this allotment shall be prorated.

ARTICLE XVII

DUES DEDUCTION

Commencing January, 1977, the Township agrees to deduct P.B.A. dues from all P.B.A. members designated by the "P.B.A." The dues are to be collected on a monthly basis and paid over to the P.B.A. one month after collection or as otherwise agreed by both parties.

ARTICLE XVIII

USE OF POLICE CAR

The Township agrees to provide a marked police car, if available in the determination of the Chief, to be used only by the officers of the P.B.A. to attend the funeral of a New Jersey police officer killed in the line of duty.

ARTICLE XIX

P.B.A. INPUT

The Township agrees to allow the P.B.A. to provide input into any revision of the rules and regulations of the Police Department. This revision shall begin or continue within 2 weeks of the execution of this Agreement.

ARTICLE XX

ORDINANCE AMENDMENT

The Township agrees to amend its sick leave ordinance to conform to existing prior practice with the P.B.A. in allowing up to one year sick leave pursuant to the provisions of NJSA 40A:14-137.

ARTICLE XXI

LEAVE OF ABSENCE

The Township agrees to permit a leave of absence without pay for a maximum period of one year as determined by the Township Committee and the Chief. This leave of absence is to be reviewed on a quarterly basis by the Township Committee and the Chief, and the approval of the Township Committee and the Chief must be obtained at the end of each quarter in order to obtain the maximum leave of one year.

ARTICLE XXII

MEMORANDUM OF UNDERSTANDING

It is understood between the parties signatory hereto that nothing in Article I, Section I, of this collective bargaining agreement is intended to interfere in any way with the representation of the Superior Police Officers above the rank of Detective by P.B.A. Local #70. It is hereby understood that the said Superior Officers will be represented by

P.B.A. Local # 70, but will constitute a separate bargaining group for the purpose of negotiating a separate collective bargaining agreement covering the said Superior Officers to be executed between the Township of Hillside and the superior officers.

ARTICLE XXIII.

PRIOR PRACTICES

All other rights, benefits, and privileges enjoyed by both parties hereto which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits, and privileges bestowed on either party hereto by laws of the United States, laws of New Jersey, Civil Service laws, or Township of Hillside Ordinances.

ARTICLE XXIV.

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1. The terms of this agreement shall commence January 1, 1978, and extend through December 31, 1978,

Section 2. The terms of this Agreement shall remain in full force and effect after December 31, 1978, until replaced by a new Agreement or shall terminate upon the expiration of 30 days written notice of termination by either party hereto, which notice shall not be effective for any date prior to December 31, 1978, provided same is not in violation of Public Employment Relations Commission laws and regulations.

ARTICLE XXV.

DENTAL PLAN

The Township shall provide a dental plan for its police officers effective as of December 31, 1978.

TOWNSHIP OF HILLSIDE

Handwritten Signature

Chairman of the Township Committee

ATTEST

John P. Kulich

Township Clerk

HILLSIDE LOCAL #70, POLICEMAN'S
BENEVOLENT ASSOCIATION

Michael T. Dalloway

President

ATTEST

John P. Bridge

Secretary

DATED: 10/3/78
