

2016

AGREEMENT

between

THE TOWNSHIP OF HILLSBOROUGH

and

HILLSBOROUGH TOWNSHIP PBA LOCAL NO. 205

January 1, 2000 Through December 31, 2003

December 12, 2000

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	4
I	RECOGNITION	4
II	POLICEMEN'S RIGHTS	5
III	MANAGEMENT RIGHTS	6
IV	HOURS OF WORK & OVERTIME	8
V	SALARY	11
VI	LONGEVITY PAYMENT	12
VII	CLOTHING & EQUIPMENT	13
VIII	SICK LEAVE	14
IX	VACATIONS	17
X	HOLIDAYS	18
XI	COURT APPEARANCES	20
XII	PERSONAL LEAVE	20
XIII	BEREAVEMENT LEAVE	21
XIV	HEALTH INSURANCE BENEFITS	22
XV	MILITARY SERVICE	23
XVI	LEGAL EXPENSES	23
XVII	GRIEVANCE PROCEDURE	24
XVIII	EDUCATIONAL ASSISTANCE	27
XIX	MILEAGE FOR ATTENDING SCHOOLS	29
XX	NO STRIKE CLAUSE	29
XXI	DISABILITY INSURANCE	30

XXII	OUTSIDE EMPLOYMENT	30
XXIII	PUNITIVE DAMAGES	31
XXIV	MUTUAL AID	32
XXV	MISCELLANEOUS EXPENSES	32
XXVI	LEGAL REFERENCES	32
XXVII	SEPARABILITY & SAVINGS	33
XXVIII	FULLY BARGAINED AGREEMENT	33
XXIX	CORPORAL CLASSIFICATION	34
XXX	DURATION OF AGREEMENT	35

PREAMBLE

This agreement made and entered into in Hillsborough Township, New Jersey, between the TOWNSHIP OF HILLSBOROUGH, in the County of Somerset, hereinafter referred to as "TOWNSHIP" and the HILLSBOROUGH TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 205, hereinafter referred to as the "PBA".

This agreement shall cover the time period January 1, 2000 through December 31, 2003.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the PBA as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all members of the Hillsborough Township Police Department, excluding the ranks of Chief of Police, Captain, and Division Leaders with the rank of Lieutenant and above.

- B. Unless otherwise indicated by the contents of this contract, the title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

ARTICLE II
POLICEMEN'S RIGHTS

- A. Pursuant to Chapter 123, P.L. 1974, the Township hereby recognizes that every employee covered by this Agreement shall have the right to freely organize, join and support the PBA for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. There shall be no discrimination, interference, restraint or coercion by the Township and/or the PBA or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA, or because of any lawful activities by such employees on behalf of the PBA. The Township and the PBA shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA and shall not solicit membership in the PBA during working time.
- C. Elected representatives of the PBA shall be permitted time off to attend negotiation sessions and meetings for grievances of any employee having obtained the prior approval of the Chief of Police or his designee, providing that such granting or permission will not affect the efficiency of the police department in the judgment of the Chief Of Police or his designee. No more than two (2) such representatives shall be granted time off to attend negotiation sessions and grievance meetings at the same time.

D. The Township agrees to grant the maximum of one (1) day per month off, if needed, to a State Delegate of the PBA to attend to the State PBA meeting, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the police department. The State Delegate shall be allowed to attend, without making up the time, to a maximum of eight (8) days per year. Beyond the eight (8) days, the State delegate will be required to make up the time off at a mutually agreed upon time. Attendance at Conventions and Mini-Conventions shall be without loss of pay as specified in N.J.S.A. 40A:14-177. A certificate of attendance shall, upon request, be submitted by the Delegate to the Township.

E. The employee shall have the right to inspect documents in his personnel history file maintained at police headquarters within the period of forty eight (48) hours after the request is made upon reasonable notice to the Chief of Police or his designee through the normal chain-of-command. This inspection of said personnel file shall be done with the Chief of Police, or his designee, present at the time of inspection. The contents of the employee's personnel history file shall not be made public unless required for disciplinary or judicial proceedings. The Township agrees to notify the individual employee if any material derogatory to the employee is placed in his personnel jacket.

ARTICLE III

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves 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 the Constitution of the Sate of New Jersey and/or of the

United States, including, but without limiting the generality of the foregoing, the following rights:

1. Executive, management and administrative control of the Township government and its properties, facilities and activities of its employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to improve methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
4. To hire all employees, to promote, transfer, assign, and/or retain employees in positions within the Township covered by this agreement.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.
6. To lay off employees covered by this Agreement in the event of a lack of funds or under conditions where continuation of work would be inefficient and non-productive.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules regulations, code of conduct, and practices in 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 or Laws of the State of New Jersey and/or the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any of the national, state, county or local law or regulations.
- D. Nothing contained herein shall be construed to deny or restrict the rights granted to the employees pursuant to N.J.S.A. 34:13A-5.3.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Work Schedule and Breaks

1. It is agreed that the standard weekly work schedule for employees covered by this Agreement requires continuous service throughout the seven (7) day workweek (Monday through Sunday). Patrol officers shall work an average forty (40) hour workweek during a ten (10) week period. Patrol Sergeants shall work an average (40) hour workweek during a two (2) week period. Employees shall report for briefing, in uniform, five (5) minutes before the hour that the employee's shift is scheduled to begin. It is understood and agreed that said briefing period not be considered part of the forty (40) hour workweek and is performed by the employee

without pay. The aforesaid notwithstanding the PBA agrees not to file with the P.E.R.C. nor make any claim for overtime resulting the prior "7 day work schedule." The PBA further waives any right that may exist to contest the implemented work schedule attached including any claim for overtime as a result of either the "12 hour work day" or utilization of the "average 40 hour workweek."

2. Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police.
3. All employees shall be entitled during an eight (8) hour shift to a thirty (30) minute meal break as well as a fifteen (15) minute break for other personal needs. All employees shall be entitle during a 12 hour work day to an additional fifteen (15) minute break over and above those set forth with regard to the eight (8) hour work shift. These breaks, however, will not be taken consecutively nor will they interfere with the efficient operation of the police department. If an employee works four (4) hours overtime, he shall be entitled to an additional thirty (30) minute meal break.

B. Overtime

1. Overtime shall be paid when an officer works beyond his normally scheduled work day or normally scheduled work week whether said work shift encompasses an eight (8) hour period or twelve (12) hour period or whether the workweek exceeds the average forty (40) hour workweek as set forth above. Overtime shall be paid to all employees at an hourly rate of time and one half (1-1/2). The hourly rate is to be determined by dividing the employee's base salary by the number of work hours in a calendar year with the assumption of a 40 hour (Monday through Friday) workweek.

2. All overtime must be authorized by the Chief of Police, or his designee. If such has been approved, the employee shall submit a completed form to be provided by the Chief of Police, or his designee, for the purposes of obtaining overtime compensation.

3. Payment for overtime shall be included in the salary check due to the employee for the pay period following that pay period in which the overtime was incurred.

C. All Employees covered by this Agreement will be eligible for call-back pay with a minimum of two (2) hours at time and one-half (1-1/2) the employee's base salary. Such call-back pay will be paid for work performed when an employee is called into work at a time not contiguous to his regular work hours. The Township has the right to require the employee to work the full two (2) hours.

D. All vacation, sick, personal and school time will be converted from days to hours.

Example:	3 personal days	= 24 hours
	15 vacation days	= 120 hours
	1 week school	= 40 hours

Accumulated sick time for retirement purposes shall be calculated and paid on an hourly basis.

E. A Corporal will be allowed to work a Sergeants' overtime as long as no Sergeant can be located who wants to take it. If no Corporal wants the overtime, a Sergeant will be ordered to work. The Department has the right to order a Corporal to work if the overtime cannot be filled by a Sergeant.

F. Flexibility in scheduled hours only if mutually agreeable to officer in the instance of less than 30 days notice (otherwise dictated by the Chief).

G. Vacation and personal time:

1 Officer from Day Platoon

1 Officer from Afternoon or Night Platoon

Emergency personal days could still be granted with the Chief's approval.

H. It is acknowledged and understood that situations will occur with this schedule that will require an officer to work overtime in addition to his/her regularly scheduled hours.

ARTICLE V

SALARY

A. The Township will pay each employee at the end of each two (2) week work period.

Payroll shall be calculated by the number of work days and hours in a calendar year with the assumption of a 5-day, 40 hour (Monday through Friday) work week.

B. Base salary shall be the salary that an employee will receive during each calendar year.

Salaries for the employees shall be paid in accordance with the amounts set forth below:

SALARY SCHEDULE

Title	1-1-2000	1-1-2001	1-1-2002	1-1-2003
	4.00%	4.00%	4.00%	4.00%
Date of hire to Date of Academy Graduation	\$36,377	\$36,377*	\$36,377*	\$36,377*

During first year				
After graduation	\$46,229	\$46,229*	\$46,229*	\$46,229*
During second year				
After graduation	\$49,016	\$50,977	\$53,016	\$55,137
During third year				
After graduation	\$51,766	\$53,837	\$55,990	\$58,230
During fourth year				
After graduation	\$54,514	\$56,694	\$58,962	\$61,320
During fifth year				
After graduation	\$57,261	\$59,552	\$61,934	\$64,411
During sixth year				
After graduation	\$59,857	\$62,251	\$64,742	\$67,331
Corporals	\$62,850	\$65,364	\$67,979	\$70,698
Sergeants	\$69,134	\$71,900	\$74,776	\$77,768

DETECTIVE PAY SCHEDULE
(For Off-Duty Call Hours)

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
(Payable in two installments, June 1st and December 2nd)	\$723	\$752	\$782	\$813

*The Township Committee reserves the right to raise these rates at any time during the duration of the contract, without the approval of the P.B.A., and without affecting any other pay rates (steps) in the contract.

ARTICLE VI

LONGEVITY PAYMENT

A. All current employees, in addition to their base salary, shall be paid with their base pay during each pay period longevity based on the following scale:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years and thereafter	8% of base salary

ARTICLE VII

CLOTHING AND EQUIPMENT

- A. The Township agrees to furnish all employees covered under this Agreement all normal operational uniforms and equipment as outlined in the Police Manual. The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty if the Chief of Police deems it necessary, except that any uniforms that are damaged or destroyed due to negligence of the employee shall be repaired or replaced at the employee's expense.
- B. Hardware items such as handguns, if damaged in the line of duty, holsters and belts, handcuffs and cases, nightsticks, nameplates and badges, shall be purchased and supplied by the Police Department and replaced if the Chief of Police deems it necessary, except that any supplied equipment that is damaged or destroyed due to the negligence of the employee shall be repaired or replaced at the employee's expense. (Officers may carry additional equipment approved by the Chief, such as a gun, handcuffs, ring holder, etc., at their own expense.)

C. Clothing and equipment allowances shall be increased by the same percentage as the contractual salary increases.

2000 - \$925 2001 - \$962 2002 - \$1,000 2003 - \$1,040

which sums shall be paid in the second pay period in November.

D. Those employees of the Department who are regularly assigned to investigative duties shall be granted a clothing allowance of:

2000 - \$597 2001 - \$621 2002 - \$646 2003 - \$672

annually in addition to a cleaning allowance.

E. All employees assigned to the uniform division of the Police Department shall annually receive the sum noted below for the purchase of new shoes:

2000 - \$160 2001 - \$167 2002 - \$173 2003 - \$180

ARTICLE VIII

SICK LEAVE

A. An employee is entitled to one (1) day sick leave for each month of service.

B. As used in this section, "sick leave" means paid leave that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of his position or who is quarantined by a doctor's written instruction because the employee has been exposed to a contagious disease.

C. Accumulated unused sick leave shall be reduced by the amount of actual sick leave used calculated in one (1) hour increments.

D. Sick leave shall be accumulated during each employee's tenure. Upon retirement or termination of employment of any employee such accumulated sick leave shall entitle him to receive, in addition to any other compensation due him, a payment based on the rate of one (1) day's compensation at the employee's current salary rate, for each three (3) days' sick leave accumulated. If an employee dies prior to retirement, the accumulated sick leave benefits due him shall be paid to his legal heir.

E.

1. Members of the Department who are unable to report for duty shall notify the desk officer by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.
2. Members of the Department, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement, if confined by a physician.

F.

1. When an absence due to illness does not exceed two (2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to disability in excess of two (2) consecutive days may, in the discretion of the Chief of Police or his designee, require a written statement from the attending physician. The Township

also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.

2. In a situation of less than three (3) consecutive days absence, where the Township has reason to believe a potential abuse, the Township may have the employee examined by the Township physician or require an examination by the employee's physician, at no expense to the employee.

G. The Township Committee may grant leaves of absence without loss of pay in accordance with the provisions of N.J.S.A 40A: 14-136. Any employee who sustains an injury or illness in the line of duty will be continued without loss of pay for a maximum of one (1) year from the date of the disability or accident, in accordance with N.J.S.A. 40A: 14-137. Payments which an employee receives under the provisions of the Worker's Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to full salary payments. Such absences shall not be charged against the employees' accumulated sick leave.

H. Sick leave may be used to care for immediate family, defined as spouse, children or parent residing with the employee. The Chief of Police may require a written statement from the attending physician attesting to the illness.

I. Members of the Department who are absent in an improper manner shall be subject to disciplinary action being preferred against him.

- J. Members of the Department shall receive a "Good Attendance Bonus" annually of \$100 if no sick days are used in one year; \$50 shall be paid annually if three (3) or less sick days are used in one (1) year.

ARTICLE IX

VACATION

- A. Employees shall be entitled to vacation time based upon the length of time employed as hereinafter provided.
- B. An employee shall receive vacation time according to his anniversary date in any calendar year; regardless of when during the year that anniversary falls. If an employee leaves the employ of the Township prior to reaching his anniversary date and has already taken vacation based upon that date, any extra vacation time taken, but not yet earned, will be owed to the Township and his pay will be adjusted accordingly.
- C. In the calendar year of hire, employees will be entitled to one (1) paid vacation day for each month worked after the first two (2) months of service. Employees will be entitled to paid vacation in subsequent calendar years according to the following table:

<u>Anniversary</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
1 through 5 years each calendar year	10	10	10	10
5 years to 10 years each calendar year	16	16	16	16
10 years to 15 years each calendar year	21	21	21	21
15 years to 20 years each calendar year	23	23	23	23
20 years plus each calendar year	25	25	25	25

- D. All vacation shall be granted at the base salary rates. Payment for vacation periods, if requested by the employee, may be made on the established pay day of the week prior to the employee starting his vacation.
- E. The Chief of Police shall allot vacation periods in order to assure orderly operations and adequate continuous service, but will grant vacations so far as possible in accordance with the desires of the employees in order of their seniority in rank. Employees may take at least ten (10) of their vacation days as single days if they so desire.
- F. Employees shall take vacations at the scheduled time. If an employee is required by the Chief of Police to work during his vacation period in the event of emergency and a mutually acceptable rescheduled vacation period cannot be agreed upon, the employee shall be permitted to carry over to the following year that portion of his vacation which he was unable to take. The unused vacation carry-over, referred to in this section, must be taken during the year of the carry-over or it will be forfeited.
- G. Upon retirement, retirement due to disability, or death, an employee shall be entitled to the unused vacation days he would have normally received during that year. Upon termination of employment for any other reason, an employee shall be entitled to the unused vacation days he would have normally received during that year on a pro-rated basis.

ARTICLE X

HOLIDAYS

- A. The following days will be recognized by the Township as holidays under this Agreement:

New Years Day	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Washington's Birthday	Martin Luther King Day	Christmas Eve
Good Friday	Columbus Day	Christmas Day
Memorial Day	General Election Day	New Years Eve

B. Employees shall work regular rotational schedules without regard for recognized holidays.

In lieu of holiday time off, fifteen (15) days will be paid at straight time in addition to base salary as follows:

1. Holiday pay shall be paid in bi-weekly installments.
2. Holiday compensation shall be adjusted for all holidays falling on or after
The individuals employee's anniversary date.

C. If a holiday is declared by the President of the United States, employees shall be entitled to such holiday in addition to those listed in this Agreement. In lieu of holiday time off, payment for the designated holiday will be included in the final pay period of the year at a rate of straight time.

D. If a special holiday is declared by resolution, not covered by this or any other contract agreements, by the Mayor and the Township Committee, employees shall be entitled to such holiday in addition to those listed in this Agreement. In lieu of holiday time off, payment for the designated day will be included in the final pay period of the year at a rate of straight time.

E. Effective January 1, 1989, holiday pay shall be applied to the base salary for pension

purposes only. The current pay procedures outlined in paragraph B, shall be continued unchanged.

ARTICLE XI

COURT APPEARANCES

- A. An employee required to report to any court in performance of his duties other than in a civil action in which the municipality is not a party, while on his off-duty time, shall be paid for two (2) hours minimum time at his overtime rate of time and one-half (1½) for his court appearance and actual time spent beyond two (2) hours.

- B. A member of the Township Police Department shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. They will accept all subpoenas legally served. If a subpoena arises out of Department employment, or if a member of the Department is informed that he is a party to a civil action arising out of his Department employment, he shall immediately notify his Commanding Officer of the service of notification and the testimony he is prepared to give. No employee covered by this Agreement shall volunteer for jury duty.

- C. Effective September 30, 1996, an employee who shall report for any civil court in performance of his duty, while on his off-duty time, shall be paid time and one-half for actual time worked.

ARTICLE XII

PERSONAL LEAVE

- A. All employees covered by this Agreement shall be eligible for three (3) days personal leave, with pay, for personal matters concerning the employee. These days may be taken in conjunction with scheduled days off and long weekends.
- B. Except in cases of emergency, personal leave shall be applied for between seven (7) and sixty (60) days in advance of the date requested. The response from the Chief, or his designee, shall be made within half the time between the date of request and the date requested for the leave. Employees are required to submit said request on a form provided by the Chief. No reason need be stated on this form. Granting of personal leave shall not interfere with the efficient operation of the Police Department, which decision shall be solely within the discretion of the Chief of Police or his designee.
- C. Personal leave shall not be cumulative from year to year.

ARTICLE XIII

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of funeral, but in no event shall said leave exceed four (4) days. The term "immediate family" for purposes of this section shall include only:
1. The employee's spouse, child, parent, brother or sister.
 2. The child, parent, brother or sister of the employee's spouse.
 3. A relative living under the same roof.
- B. A one (1) day bereavement leave shall be allowed for the following

non-immediate family:

1. Employee's or spouse's grandparent.
2. Employee's grandchild, aunt, uncle, niece, or nephew.

C. If any officer is working a twelve (12) hour tour of duty and takes bereavement leave, he shall be entitled to the twelve (12) hours leave. If the officer is working an eight (8) hour tour of duty, then that officer shall be entitled to eight (8) hours leave in accordance with this bereavement provision.

ARTICLE XIV

HEALTH INSURANCE BENEFITS

A. The Township agrees to furnish all employees, covered under this Agreement, and their applicable dependents under said plan, at no charge to said employees, health insurance coverage which is substantially equivalent to the "New Jersey State Health Benefits Plan" which is now provided by:

1. Hospital Insurance Plan of New Jersey (New Jersey Blue Cross Plan including Rider J).
2. Medical-Surgical Plan of New Jersey (New Jersey Blue Shield Plan).
3. The Prudential Insurance Company of New Jersey (Major Medical Insurance).

B. A full family coverage dental plan shall be guaranteed to continue in effect for each employee, at no cost to the employee. Said plan to be equal to or better than the current "Delta Dental Plan" which was in effect during the 1987 Contract year.

C. Each employee covered under this Agreement will be entitled upon presentation of

appropriate receipts, to a payment of up to twenty-five (25) dollars per year as coverage for optical care.

- D. The Township reserves the right to change insurance carriers and/or self-insure so long as substantially equivalent benefits are provided.

ARTICLE XV

MILITARY SERVICE

- A. When an employee has been called to active duty or inducted into the military, air or navel forces of the United States, he shall be granted an indefinite leave of absence without pay, and his seniority shall continue for the duration of such military service. Such employees must be reinstated without loss of privileges of seniority, provided he receives an honorable discharge and he reports for duty with the Township within sixty (60) days following his honorable discharge from military service.

- B. When an employee is a member of the National Guard, Air National Guard, or Reserve Unit of any of the armed forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a maximum military leave of absence of fifteen (15) days and shall be paid by the Township the difference between his Reserve pay and his normal pay providing that his Reserve pay is less than his normal pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

ARTICLE XVI

LEGAL EXPENSES

- A. If an employee covered hereunder is made a defendant in a lawsuit or other legal proceedings arising out of the performance of Township police duties, except when instituted by the Township, the Township or the insurance carrier will provide the employee with counsel to defend such suit or legal proceedings. Such legal counsel shall be mutually agreeable to the Township and the individual employee, except in those cases where the insurance carrier is appointing the counsel.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable settlement of the problems which may arise affecting the employees' terms and conditions of employment. 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 any appropriate superior of the Department, and having the grievance adjusted without the intervention of the PBA, so long as the PBA has knowledge of the adjustment and is in agreement with the same.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application of, or violation of any provisions of this Agreement, and

may be raised by an individual officer, group of officers or the PBA on behalf of and at the request of an individual or group of individuals, or the Township.

C. Steps of the Grievance Procedure

1. 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:

1. An aggrieved employee shall institute action under this provision in writing hereof within thirty (30) calendar days of the occurrence or knowledge of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief or his designee for the purposes of resolving the matter informally. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
2. In any event, the Chief of Police or his designee, shall render a decision in writing with reasons for his decision within ten (10) calendar days after the grievance is first presented to him.

STEP TWO:

1. If the grievance is not resolved through Step One, the grievance shall be presented in writing to the Township Police Committee within ten (10) calendar days from the date the Chief or his designee renders a decision. The Township Police Committee shall present a decision with reasons, in writing, within ten (10) calendar days after receipt of the written grievance.

STEP THREE:

1. If the grievance is not resolved through Step Two, the grievant may request a hearing with the Township Committee. The request shall be filed, in writing, with the Township Clerk within ten (10) calendar days of the receipt of the Step Two decision.
2. The Township Clerk shall then arrange a mutually acceptable time for a grievance hearing within fifteen (15) calendar days after the receipt of said request. The Township Committee shall render a decision within ten (10) calendar days after the said hearing with reasons therein. The Committee shall hear only (1) grievance on only one (1) issue per hearing. No multiple grievance hearings will be permitted unless by written consent of the Township and the PBA prior to the commencement of the hearing.

STEP FOUR:

1. If the PBA, Local 205 is not satisfied with the decision rendered in Step Two and chooses not to submit his grievance to the Township Committee under Step Three, the PBA, Local 205 may submit their grievance to an arbitrator, who will be permitted to write a written opinion which shall be final and binding upon the parties. Request for such arbitration shall be made within fourteen (14) calendar days after the determination of the Township Police Committee in Step Two or the Township Committee in Step Three. Arbitrators shall be selected pursuant to the rules of the New Jersey Public employment Relations Commission (PERC). It is agreed that only PBA, Local 205 may submit a grievance to arbitration.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted in his opinion to the application of the facts presented to him involved in the grievance. The arbitrator shall in no way have any authority whatsoever to add

to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto.

3. The costs of the services of the arbitrator shall be borne equally by the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
4. The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue for arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Township and the PBA prior to the commencement of the arbitration.

- D. Either the Township or the PBA may waive any steps to the grievance procedure, but said waiver can only be done in writing with consent of the other party in question.
- E. Time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XVIII

EDUCATIONAL ASSISTANCE

- A. All employees shall be eligible to apply for financial assistance for education if the following conditions are present:

1. The course is judged by the Chief of Police or his designated representative to be of value to the individual and to the Township in the position the employee occupies, or to which he might be promoted, or, the course is recommended by the Department Head.
 2. There is sufficient evidence to show that the employee is capable of handling the desired training in the normal time allotted for such course.
 3. The course is offered by an approved institution of learning and classes are scheduled during non-working hours.
 4. If the course is part of a program leading to a college degree, the degree must be in a field determined to be relevant to Township employment.
 5. There are sufficient funds in the Township's budget specified for educational assistance.
 6. It is expected that veterans will take advantage of the financial assistance for which they are eligible under the current laws covering education for veterans.
- B. Approval or disapproval of application for financial assistance for education will be given and the amount of reimbursement determined by both the Chief of Police or his designated representative and the Township Committee prior to the beginning of the course.
- C. Upon completion of an approved course, the employee shall submit a copy of his transcript for the course to the Chief of Police for inclusion in his personnel history file.
- D. Regular tuition, books, registration fees and required laboratory fees shall be eligible for reimbursement. The cost of meals, transportation or similar expenses shall not be eligible.

- E. A satisfactory passing grade must be obtained. Only those grades above the grade classified as "Poor" will be considered satisfactory.

- F. Upon presentation of transcript, proof of payment of fees, and satisfactory completion, the employee will be reimbursed for up to seventy-five (75%) percent of the allowed cost, less any non-Township reimbursements.

- G. If an employee voluntarily terminates employment within one (1) year after receiving educational assistance, then the employee shall be required to reimburse the Township for that assistance.

ARTICLE XIX

MILEAGE FOR ATTENDING SCHOOLS

- A. When attending schools required by the Township, all employees shall receive fifteen (15) cents per mile for use of their personal vehicle. New employees (one year) attending a live-in school of a duration of longer than one (1) week shall receive fifteen (15) cents per mile for one (1) round trip per week. Employees should share rides when possible; only employees using their vehicles shall be paid mileage. No mileage will be paid if a Township car is provided. Tolls will also be paid. Mileage shall be calculated round trip from police headquarters to the school and must be approved by the Chief of Police.

ARTICLE XX

NO STRIKE CLAUSE

- A. The PBA and employees covenant and agree that neither the PBA nor any person acting in its behalf will cause, instigate, authorize or support or condone, 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 or employment), work stoppage, slow down, walkout, or other job action against the Township. The PBA agrees that any such action will constitute a material breach of this agreement. The Township agrees not to lock out during the duration of this agreement.

- B. The PBA will actively discourage and will take whatever affirmative verbal steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout or any other job action by its members against the Township.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law and in equity for injunction or damages or both, in the event of such a breach by the PBA or its members.

ARTICLE XXI

DISABILITY INSURANCE

- A. The Township will provide each employee with disability insurance equal to fifty (50%) percent of the employees base salary and payable for a term of six (6) months, subject to a seven (7) day waiting period. The Township shall pay one hundred percent (100%) percent of the cost of said policy.

ARTICLE XXII

OUTSIDE EMPLOYMENT

- A. An employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not in violation of Federal or State law and that it does not interfere with the efficient operation of the Police Department which decision shall be solely within the discretion of the Chief of Police or designee.

- B. An employee shall be entitle to engage in any lawful activity in obtaining lawful work while off duty.

- C. Off-duty employment shall be defined as that employment which is taken by the police officer and does not involve serving as a Hillsborough Township police officer.

- D. It is understood that the full time officers covered by this Agreement will consider their position with the Township their primary employment. Any outside employment or activity must not interfere with the officer's efficiency in his position with the Township and must not constitute any conflict of interest with said position.

- E. In accordance with N.J.S.A. 34:15-1, 34:15-12 and 34:15-95 et seq., Workers Compensation will be covered by State statute. Worker' Compensation shall not be paid to any employee while working in an off-duty occupation.

ARTICLE XXIII

PUNITIVE DAMAGES

- A. Each officer covered by this Agreement will be covered by a false arrest insurance paid for and supplied by the Township. A copy of this policy will be given to the president of the PBA by the Township Clerk.

ARTICLE XXIV

MUTUAL AID

- A. Police officers, while rendering aid to another community at the direction of their superiors, shall be fully covered by Worker's Compensation and liability and pension and all other insurance as provided by State law or Township ordinance or resolution.

ARTICLE XXV

MISCELLANEOUS EXPENSES

- A. All employees of the Department shall be granted a Miscellaneous Expense as follows:

2000- \$258	2001- \$268	2002- \$279	2003- \$290
-------------	-------------	-------------	-------------

ARTICLE XXVI

LEGAL REFERENCES

- A. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, or administrative code and the police department rules and the regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained therein, to the extent that they are applicable in the exercise of responsibilities conferred upon them by law.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

- A.** If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provisions or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII

FULLY BARGAINED AGREEMENT

- A.** This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- B.** This Agreement represents and incorporates the full understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIX

CORPORAL CLASSIFICATION

- A. The Township agrees to create the position of Corporal.
- B. A minimum of six positions.
 - 1. Four Corporals in the Patrol Division.
 - 2. One Corporal in the Detective Bureau.
 - 3. One Corporal in the Juvenile Bureau.
- C. The Corporal, and administrative assignment, will be for a period of one (1) year. A Corporal can be relieved of his duties sooner by the Chief of Police.
- D. Requirements for Eligibility.
 - 1. Three (3) years in the department, not including probation period and exclusive of his period of attendance at basic police schooling.
 - 2. Evaluation of officer by immediate supervisors (Sergeants).
 - 3. Evaluation of officer by Chief and staff officers.
- E. Overtime.
 - 1. Present overtime procedures for Sergeants to be continued.
 - 2. If a Sergeant calls in sick, the Corporal scheduled for work that shift shall fill the open Sergeant's position.


ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect as of January 1, 2000 through December 31, 2003.

IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested to by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 14th day of December, 2000.

**POLICEMEN'S BENEVOLENT
ASSOCIATION - LOCAL NO. 205:**




Kenneth Pryor, President
PBA, Local 205

ATTEST:




John P. Staudan

**TOWNSHIP OF HILLSBOROUGH,
COUNTY OF SOMERSET:**



Joseph Tricarico
Mayor, Hillsborough Township

ATTEST:



Gail W. McKane
Municipal Clerk, Hillsborough Township

**HILLSBOROUGH
TOWNSHIP POLICE
WORK SCHEDULE**

MONTH _____

YEAR _____

CODES

H = Holiday

V = Vacation

P = Personal

I = Illness

A = Job Related Injury

B = Bereavement Leave

S = School

D = 7am - 7pm

D+ = 7am - 3pm

A = 4pm - 12am

A+ = 3pm - 11pm

N = 7pm - 7am

N+ = 11pm - 7am

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
DAY	M	T	W	T	F	S	S																											
SGT (T) 1	-	A*	D	-	-	D	D																											
2	D	-	-	D	D	-	-																											
3	-	A*	D	-	-	D	D																											
4	D	-	-	D	D	-	-																											
SGT (P) 1	-	D*	D	-	-	D	D																											
2	D	-	-	D	D	-	-																											
3	-	N	N*	-	-	N	N																											
4	N	-	-	N	N	-	-																											
CPL/PTLM 1	-	D	D	-	-	D	D																											
2	D	-	-	D	D	-	-																											
3	-	N	N	-	-	N	N																											
4	N	-	-	N	N	-	-																											
5	-	D	D	-	-	D	D																											
6	D	-	-	D	D	-	-																											
7	-	N	N	-	-	N	N																											
8	N	-	-	N	N	-	-																											
9	A	A	A	-	-	A	A																											
10	A	-	-	A	A	-	-																											

160 HRS TOTAL - AVG 40 HRS/WK

160 HRS TOTAL - AVG 40 HRS/WK

400 HRS TOTAL - AVG 40 HRS/WK

HOURS PER WEEK

44

36

44

36

44

36

44

36

48

36

48

36

48

36

48

36

40

24