

AGREEMENT

Between

THE TOWNSHIP OF HILLSBOROUGH

And

HILLSBOROUGH TOWNSHIP POLICE DISPATCHERS  
TEAMSTERS LOCAL # 701

January 1, 2011 through December 31, 2013

*Handwritten initials: MB*

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**PREAMBLE**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, in HILLSBOROUGH TOWNSHIP, NEW JERSEY, between the TOWNSHIP OF HILLSBOROUGH, in the County of Somerset (hereinafter referred to as "TOWNSHIP") and the HILLSBOROUGH TOWNSHIP POLICE DISPATCHERS, TEAMSTERS LOCAL #701 (hereinafter referred to as the "UNION").

**ARTICLE 1**

**RECOGNITION**

- A. The TOWNSHIP hereby recognizes the UNION 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 full-time, as well as part-time, civilian Police Dispatchers employed by the Hillsborough Township Police Department.
- 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 2**

**EMPLOYEE'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 UNION for the purpose 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 UNION or any of their respective representatives against any of the employees covered under this Agreement because of their membership or non-

membership in the UNION, or because of any lawful activities by such employees on behalf of the UNION. The TOWNSHIP and the UNION shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the UNION and shall not solicit membership in the UNION during working time.

- C. One (1) elected representative of the UNION shall be permitted time off to attend negotiation sessions and meetings for grievances of any employee covered by this Agreement having obtained the prior written 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 Chief of Police or his designee. Said representative shall be designated yearly by the UNION, on UNION letterhead, to the Chief of Police and the Township Administrator.
- D. The employee shall have the right to inspect documents in his/her personnel file maintained at police headquarters within seventy-two (72) hours after a written request to inspect such has been made to and approved by 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 employee may have his/her Shop Steward or alternate representative present at such examination. The contents of the employee's personnel history file shall not be made public unless required for disciplinary or judicial proceedings, or otherwise required by law. The TOWNSHIP agrees to notify the individual employee if any material derogatory to the employee is placed in his/her personnel file.
- E. Employees shall be entitled to a copy of any material in their personnel file, with the exception of background investigation reports and psychological evaluation reports.

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ARTICLE 3

**UNION REPRESENTATIVES**

A. A representative of Teamsters Local Union 701 shall be admitted on the premises of the TOWNSHIP. Representatives shall notify the Township Administrator out of his/her presence of the premises and indicate the nature of his/her business and anticipated duration of the visit.

B. The TOWNSHIP recognizes and shall deal with the Shop Steward or his designee, at the option of the member of the UNION, in all matters relating to grievance and interpretation of this Agreement.

C. A written list of the UNION Steward and Alternate shall be furnished to the TOWNSHIP immediately after their designation and the UNION shall notify the TOWNSHIP promptly of any changes of such UNION Steward and Alternate.

D. The TOWNSHIP agrees to recognize a maximum of one (1) Steward selected by the UNION. The Steward or his designee shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the TOWNSHIP and the investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if is necessary for the Steward or his designee to perform any such duties during his work time, the Steward or his designee shall be releases from work by his superior when it is convenient to the TOWNSHIP and only to the extent necessary to make the investigation and for conferring with the TOWNSHIP representative. Neither the Steward nor his/her designee shall leave their work without first obtaining the permission of the Chief of Police or designee, which permission shall not be unreasonably withheld.

E. The Steward or his/her designee is authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he/she is engaged and subject to the necessity of maintaining his schedule and not distributing the schedule or manpower of the other member of the bargaining unit who may be involved in the grievance. The Steward or his/her designee shall be released from work by his superior when it is convenient to the TOWNSHIP and only to the extent necessary to make the investigation. Neither the Steward nor his/her designee shall leave their work without first obtaining the permission of the Chief of Police or designee, which permission shall not be unreasonably withheld.

F. Any settlement of a grievance by the Steward or his/her designee and the employee's supervisor involved in the dispute shall be reviewable by the TOWNSHIP and the UNION at the request of either and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

#### ARTICLE 4

#### **MANAGEMENT RIGHTS**

A. The TOWNSHIP hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State 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; and, use of personnel methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the TOWNSHIP.

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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 therewith 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 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 5

### HOURS OF WORK AND OVERTIME

#### A. Work Schedule and Breaks

Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police. 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 entitled, during a twelve (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/she shall be entitled to an additional thirty (30) minute meal break. All employees covered by this Agreement shall be given thirty (30) days notice of change in their regular schedule unless mutually agreed upon schedule changes are made between the employee and his/her supervisor. This does not apply to emergency situations.

#### B. Overtime

1. Overtime shall be paid when an employee 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. 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 calculated by dividing the employee's established base salary, including longevity, by the number of hours in a work year.

2. Dispatchers will be paid twice (2x) their hourly rate for any overtime worked on the actual holiday.
3. All overtime must be authorized by the Chief of Police or designee. If such has been approved, the employee shall submit a completed form to be provided by the Chief of Police, or
4. designee, for the purposes of obtaining overtime compensation.
5. 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 for a minimum of two (2) hours at the rate of one and one-half (1-1/2x) times the employee's hourly base pay. 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. Vacation and Personal Time:

Only one (1) dispatcher shall be allowed off at a time for vacation and or personal time. Emergency vacation and/or personal time may be granted with the Chief's approval. It is acknowledged and understood that situations will occur that will require an employee to work overtime in addition to his/her regularly scheduled hours.

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ARTICLE 6

**SALARY AND LONGEVITY**

- A. The TOWNSHIP will pay each employee at the end of each two (2) week pay period, which will be based on an average forty (40) hour work week.
- B. Base salary shall be the salary that an employee will receive during each calendar year.
- C. Employees, retroactive to January 1, 2011 for calendar year 2011, will be eligible for an across the board increase of One and One Quarter (1.25%) percent. The salary grade below shall reflect such.
- D. Effective July 1, 2012, employees on all step guides shall be frozen at the Step they were on as of April 1, 2012 and shall remain on said Step for the duration of this Agreement.
- E. There shall be a Zero (0%) percent increase for calendar year 2012.
- F. There shall be a One and One Quarter (1.25%) percent increase for calendar year 2013, retroactive to January 1, 2013.
- G. In order to be eligible for the retroactive raises set forth in §C and §F above, an employee must be on the active payroll of the TOWNSHIP as of May 30, 2013, the execution date of the MOA by both parties.
- H. The salary guide below covers employees hired before January 1, 2010:

SALARY SCHEDULE

	<u>01/01/11</u>	<u>01/01/12</u>	<u>01/01/13</u>
Step 1	\$41,812.00	\$41,812.00	\$42,942.00
Step 2	\$45,989.00	\$45,989.00	\$47,171.00
Step 3	\$48,974.00	\$48,974.00	\$50,194.00
Step 4	\$52,101.00	\$52,101.00	\$53,360.00

- I. The following pay scale will be in effect for all employees hired on or after January 1, 2010:

	<u>01/01/11</u>	<u>01/01/12</u>	<u>01/01/13</u>
Step 1	\$40,196.00	\$41,196.00	\$41,306.00
Step 2	\$41,513.00	\$41,513.00	\$42,639.00
Step 3	\$42,829.00	\$42,829.00	\$43,972.00

MATRON PREMIUM

2011	\$375/year
2012	\$400/year
2013	\$425/year

(Said premium shall be payable on the first (1<sup>st</sup>) pay period of each contract year, subject to being eligible for retroactivity for the increases set forth above if they were on the active payroll of the TOWNSHIP as of May 30, 2013, the date of the execution of the Memorandum by both parties)(Said premium shall apply to all fully trained female dispatchers)

LONGEVITY

A. All employees hired on or before December 31, 2004, in addition to their base salary, shall be eligible for longevity as follows:

<u>Years Completed</u>	<u>Percentage (%) of Base Salary</u>
Upon completion of five (5) years	2% of base salary
Upon completion of ten (10) years	4% of base salary
Upon completion of fifteen (15) years	6% of base salary
Upon completion of twenty (20) years	8% of base salary
Upon completion of twenty-five (25) years and thereafter	10% of base salary

B. All employees hired on or after January 1, 2005 and on or before January 1, 2010, shall be eligible for longevity as follows:

<u>Years Completed</u>	<u>Percentage (%) (Dollars) of Base Salary</u>
Upon completion of twelve (12) years	Two (2%) percent, not to exceed \$1,500.00
Upon completion of fifteen (15) years	Three (3%) percent, not to exceed \$2,000.00
Upon completion of twenty (20) years and thereafter	Four (4%) percent, not to exceed \$2,500.00

C. All employees hired after January 1, 2010 shall not be eligible for any longevity ever.

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ARTICLE 7

**CLOTHING AND EQUIPMENT**

- A. The TOWNSHIP agrees to furnish all employees covered under this Agreement all normal operational uniforms, excluding shoes, as deemed necessary by the Chief of Police. 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. All worn or damaged uniforms and/or equipment shall be turned in at time of replacement. Effective January 1, 2011, the clothing/cleaning allowance shall be, except as set forth below, Six Hundred (\$600.00) Dollars per year less all applicable deductions.
- B. Effective January 1, 2013, the amounts set forth above shall be rolled into the applicable unit members' base salary and eliminated.
- C. The provisions set forth in Article 7 are being eliminated to be more cost-effective and that which is being eliminated shall not be reinstated by future Township Committees, unless negotiated accordingly.

ARTICLE 8

**SICK LEAVE**

- A. An employee is entitled to one (1) day sick leave for each month of completed service.
- B. As used in this Article, "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. If the State of New Jersey establishes any cap of accumulated sick leave pay as covered under this article, the UNION agrees to abide by that cap.
- E. 1. Members of the Department who are unable to report for duty shall notify the desk office by telephone at the earliest possible time upon becoming ill or injured, but not later than forty-five (45) minutes prior to the commencement of the shift. 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. No employee shall be allowed to leave the State of New Jersey for a period more than twenty-four (24) hours, when injured, without written approval of the TOWNSHIP and without specific medical authorization/explanation why the patient should be outside of New Jersey's geographic boundaries.
- 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 illness 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 there may be 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. 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. This clause is strictly for wage replacement and does not void any rights that the employee or employer may have under the law.
- 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/her.

#### ARTICLE 9

#### 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 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

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based upon that date, any extra vacation time taken, but not yet earned, will be owed to the TOWNSHIP and his/her 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 hired before January 1, 2013 will be entitled to paid vacation in subsequent calendar years according to the following table:

<u>Years of Service</u>	<u>Amount of Days</u>
1 through 5	10
6 through 10	16
11 through 15	21
16 through 20	23
21 or more	25

Employees hired on or after January 1, 2013 shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Amount of Days</u>
1 through 6	10
7 through 15	15
16 years and thereafter	20

- D. Payment for vacation periods, if requested by the employee, may be made on the established pay day of this week prior to the employee starting his vacation.
- E. Vacation requests shall be submitted to the Chief of Police or designee, who shall then schedule vacations so as to assure the orderly and continuous operation of the Department. Vacation requests will be granted so far as possible in accordance with the desires of the employees in order of their seniority until April 30<sup>th</sup>.



- F. Employees shall take vacations at the scheduled time. If an employee is required by the Chief of Police to work during his/her 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 only the portion of his vacation which he/she was unable to take. Otherwise, all vacation periods earned during a calendar year must be taken during that year. 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/she 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/she would have normally received during that year on a pro-rated basis.
- H. The ultimate determination for the granting or denial of a vacation selection rests with the Chief of Police or designee.

**ARTICLE 10**

**HOLIDAYS**

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

New Year's Day	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Washington's Birthday	Martin Luther King Day	Day after Thanksgiving
Easter Sunday	Columbus Day	Christmas Eve
Memorial Day	General Election Day	Christmas Day

Effective January 1, 2013, Washington's Birthday shall become President's Day.

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

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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 individual 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. This Section shall no longer be in effect as of January 1, 2013.
- 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. This Section shall no longer be in effect as of January 1, 2013.
- E. Employees will be paid straight time for normally scheduled hours on a holiday.
- F.

#### ARTICLE 11

#### **COURT APPEARANCES**

All employees covered by this Agreement shall accept all subpoenas legally served. If a subpoena arises out of Department employment, or if a member of the Department is informed that he/she is a party to a civil action arising out of his/her Department employment, he/she shall immediately notify his/her Commanding Officer of the service of notification and the testimony he/she is prepared to give. No employee covered by this Agreement shall volunteer for jury duty.

**ARTICLE 12**

**PERSONAL LEAVE**

- A. All employees covered by this Agreement shall be eligible for (3) days personal leave, with pay, for personal matters concerning the employee.
- B. Except in cases of emergency, personal leave shall be applied for between seven (7) and sixty (60) calendar days in advance of the day requested. The response from the Chief of Police, or designee, shall be made within half the time between the date of the request and the date requested for the leave. Employees are required to submit said request on a form provided by the Chief of Police. No reason need be stated on the 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 designee.
- C. Personal leave shall not be cumulative from year to year.

**ARTICLE 13**

**UNION CONFERENCES AND CONVENTION LEAVE**

- A. An employee of the Township who is a duly authorized delegate of the Local Union may apply for a leave of absence to attend the International Conventions, Teamsters Conventions, Conferences and Education Classes. Said leave of absence shall not exceed two (2) days for any employee in any one (1) year nor shall the number of people so authorized exceed one (1) person in any one (1) year. The employee receiving leave of absence to attend Union conferences as above described shall be entitled to be paid for his or her regular wages during said leave.
- B. The Chief of Police or designee shall approve the application for leave of absence submitted by the duly authorized delegate, so long as the efficient operation of the

Department permits, however, such determination shall not be subject to the grievance procedure.

- C. Thirty (30) calendar days advance notice will be given by the Union of such requests.

#### ARTICLE 14

#### **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 at the employee's option, 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, sister, or domestic partner.
  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 on the date of death or the day of funeral at the employee's option 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.
  3. Employee's sister-in-law or brother-in-law.

#### ARTICLE 15

#### **HEALTH INSURANCE BENEFITS**

- A. The TOWNSHIP shall provide to each member covered under this Agreement full coverage under the New Jersey State Health Benefit Plan (NJSHBP) as currently in existence. Coverage shall be extended to the entire family of the employee, including spouse, and all unmarried and unemanicaped children, whether naturally borne or

adopted and any step-children, who have not yet attained the age of twenty-three (23) years, and are actually members of the employee's immediate household.

1) All employees hired prior to January 1, 2010 shall be assigned to NJ Direct 10 for their health benefits.

2) All employees hired on or after January 1, 2010 shall be assigned to NJ Direct 15 for their health benefits.

B. The Dispatchers represented by Teamsters Local 701 agree to make the one and one-half percent (1.5%) of pensionable salary contribution for health benefits as required by Chapter 2, P.L. 2010, effective May 22, 2010 under said plan. The provisions of this Section, effective June 28, 2011, shall no longer be in effect and shall be replaced as follows:

Members of the bargaining unit shall, effective June 28, 2011, be subject to the provisions of P.L. 2011, c. 78, including all applicable retirees.

C. If there is any change in coverage, co-pays and/or contribution requirements and/or any restrictions instituted and/or imposed by the New Jersey State Health Benefits Plan (NJSHBP) or the State of New Jersey, those changes will be implemented by the TOWNSHIP and accepted by the employees represented by Teamsters Local 701.

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

E. The TOWNSHIP shall offer a Dental program to all employees covered by this contract paid 100% by the employee.

ARTICLE 16

**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/she shall be granted an indefinite leave of absence without pay and his/her seniority shall continue for the duration of such military service. Such employees must be reinstated without loss of privileges of seniority, provided he/she receives and 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 and to attend meetings, he/she shall be granted a maximum military leave of absence of fifteen (15) days and shall be paid by the TOWNSHIP the difference between his/her Reserve pay and his/her normal pay providing that his/her Reserve pay is less than his/her normal pay for the period of such training or meeting. Such paid leave of absence shall not affect his/her vacation.

ARTICLE 17

**LEGAL EXPENSES**

If an employee covered hereunder is made a defendant in a lawsuit or other legal proceedings arising out of the performance of TOWNSHIP 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 18

**GREVIANCE 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.

B. Definition

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

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 twenty (20) 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 of Police or designee for the purposes of resolving the matter

informally. Failure to act within the said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.

- (2) In any event, the Chief of Police or designee shall render a decision in writing to the Shop Steward and Business Agent with reasons for the Chief's decision within ten (10) calendar days after the grievance is first presented.

#### Step Two

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, to the Shop Steward and Business Agent, 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 reason 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 grievant prior to the commencement of the hearing.

- (3) The Township Committee shall render a decision within ten (10) calendar days after said hearing with reasons therein to the local Shop Steward and Business Agent with a copy mailed to the UNION Hall.

#### Step Four

If Teamsters Local No. 701 is not satisfied with the decision rendered in Step Three, Local 701 may submit their grievance to an arbitrator, who shall 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 Committee in Step Three if and only if the grievance is submitted to Step Three. Arbitrators shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission (PERC). It is agreed that only Local 701 may submit a grievance to arbitration.

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.

The costs of the services of the arbitrator shall be borne equally by the TOWNSHIP and LOCAL 701. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

The arbitrator shall only be permitted to hear one (1) grievance on only on (1) issue for arbitration. No multiple grievance arbitrations will be permitted

unless by written consent of the TOWNSHIP and LOCAL 701 prior to the commencement of the arbitration.

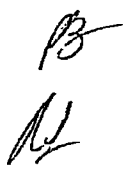
- D. Either the TOWNSHIP or LOCAL 701 may waive any steps to the grievance procedure, but said waiver can only be done in writing with consent of the other party in question.
- E. Time limits set forth herein shall be strictly adhered to. If any grievance has not be initiated within the time limit specified, 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 19

#### EDUCATIONAL ASSISTANCE

- A. All employees shall be eligible for financial assistance for education if the following conditions are present:
  - 1. The course is judged by the Chief of Police or designed representative to be of value to the individual and to the TOWNSHIP in the position the employee occupies, or to which he/she might be promoted, or, the course is recommended by the Chief of Police.
  - 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 schedule 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 education 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 of 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 their transcript for the course to the Chief of Police for inclusion in their personnel history file.
  - D. Regular tuition and fees shall be eligible for reimbursement based on the per credit cost in effect at Rutgers University. The cost of books, meals, transportation or other similar expenses shall not be eligible for reimbursement unless the course is required by the TOWNSHIP in which case they will be eligible.
  - E. A satisfactory passing grade of "C" or its equivalent must be obtained. Only those grades of "C" or better will be considered for reimbursement.
  - F. Upon presentation of transcript, proof of payment of tuition and fees, and satisfactory completion, the employee will be eligible for reimbursement for up to seventy (70%) percent of the allowed cost as outlined. The employee shall submit for reimbursement twelve (12) months after proof of successful completion of the course. If an employee voluntarily terminates employment, via resignation or retirement, within one (1) year after receiving education assistance, then the employee shall be required to reimburse the



TOWNSHIP for that assistance. If the employee separates from employment due to medical disability, this requirement for reimbursement is waived.

- G. The tuition cost/rate eligible for the reimbursement process shall be capped at the instate (NJ state resident) rate for such tuition at Rutgers University. If the actual tuition cost/rate is less than such, then the actual cost/rate shall apply. In any case, assistance shall be capped at Three Thousand Five Hundred Dollars (\$3,500), or at nine (9) credits, whichever is less costly, per year per employee.

#### ARTICLE 20

#### MILEAGE FOR ATTENDING SCHOOLS

When attending schools required by the TOWNSHIP, all employees shall receive fifteen (\$.15) cents per mile for use of their personal vehicle if directed to use said vehicle by the Chief of Police or designee. New employees (one (1) 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 the 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 21

#### NO STRIKE CLAUSE

- A. The UNION and employees covenant and agree that neither the UNION 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 UNION 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 UNION 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 damages or both, in the event of such a breach by the UNION of its members.

**ARTICLE 22**

**DISABILITY INSURANCE**

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, within any given twelve (12) month period, subject to a seven (7) day waiting period. The TOWNSHIP shall pay one hundred percent (100%) percent of the cost of said policy.

**ARTICLE 23**

**OUTSIDE EMPLOYMENT**

- A. An employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not a 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 entitled 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 employee and does not involve serving as a Hillsborough Township employee.
- D. It is understood that the full time employees covered by this Agreement will consider their position with the TOWNSHIP their primary employment. Any regular outside employment must be reported to the Chief of Police and must not interfere with the employee'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. Workers' Compensation shall not be paid to any employee while working in an off-duty occupation.

**ARTICLE 24**

**SENIORITY**

- A.
  - 1. All full-time dispatchers shall have seniority, for all purposes, over all part-time dispatchers. Seniority shall be determined from the first date of employment with the TOWNSHIP, provided service is continuous.
  - 2. In the event of lay-offs, all part-time dispatchers shall be laid off first, in reverse seniority order. Thereafter, the full-time dispatcher with the least seniority shall be laid off. All full-time dispatchers followed by part-time dispatchers who are laid off shall have first right to be re-employed and the TOWNSHIP shall not employ anyone as a dispatcher until all laid off members have been fully reinstated to duty with all pay and privileges, provided they accept re-employment.
  - 3. Seniority shall be applied in cases of layoffs and rehires.

4. Continuous employment services shall mean continuous employment by the TOWNSHIP without breaks in service from year to year except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, authorized leaves of absence up to one (1) year and any period the dispatcher was not engaged on active duty as a result of pending or finally determined disciplinary action, lay-offs and time off as may be particularly specified in this agreement. The period of lay-off shall not constitute a break in service, but the period of lay-off shall not be credited to the dispatcher's record for all related benefits.

B. In the event that two (2) or more employees begin their employment within the bargaining unit on the same day, seniority shall be determined at the commencement of employment by the ranking of score obtained by each applicant. Each employee shall be notified of their ranking.

#### ARTICLE 25

#### 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.

*By*  
*AL*

**ARTICLE 26**

**SEPERABILITY 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 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 27**

**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 understand 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 28**

**DUES CHECK-OFF**

- A. The TOWNSHIP shall deduct dues and applicable assessment and fees, from the wages of all employees covered by this Agreement who have filed with the TOWNSHIP a proper dues deduction authorization card as required by the laws of the State of New Jersey. The UNION shall advise the TOWNSHIP of the fixed and standard dues and fees of its members. The TOWNSHIP shall deduct a proportionate amount from the bi-weekly pay



- check and deliver to the UNION by the fifteenth (15<sup>th</sup>) of each month the previous month's dues collection.
- B. The UNION shall hold the TOWNSHIP harmless from any and all claims concerning such deduction after the TOWNSHIP has fulfilled its obligation under Section A above.
- C. The TOWNSHIP will implement a fair share representation fee equal to eighty-five (85%) percent of the UNION dues, initiation fees and assessments, which shall be withheld in accordance with law. The UNION represents that it has a "demand and return" system in place in accordance with applicable law.
- D. The UNION shall indemnify the TOWNSHIP from all liability resulting from and/or caused by deduction of the fair share representation fee.

#### **ARTICLE 29**

#### **BULLETIN BOARDS**

The TOWNSHIP shall provide a bulletin board for the purpose of posting notices of UNION business. No notices of a political nature or disrespectful to the TOWNSHIP official of the TOWNSHIP will be posted on the bulletin board.

#### **ARTICLE 30**

#### **DURATION**

- A. This Agreement shall become effective as of January 1, 2011 and shall continue in full force and effect through December 31, 2013. All economic changes provided for in this Agreement shall apply retroactively to those employees in the employ of the TOWNSHIP on the date of signing of this Agreement and to those employees who have retired during the negotiations leading to this Agreement.
- B. In the absence of written notice given at least thirty (30) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate, this Agreement

shall automatically be renewed for a period of another year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date. It is understood that if the UNION seeks a successor agreement that this Agreement shall remain in full force until said agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

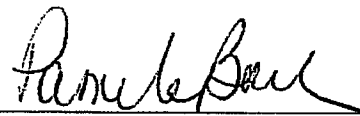
ATTEST:


IBT LOCAL 701

 8-27-13

ATTEST:

TOWNSHIP OF HILLSBOROUGH

  
\_\_\_\_\_  
Pamela Borek, Township Clerk

  
\_\_\_\_\_  
Frank DelCore, Mayor