

AGREEMENT
BETWEEN
TOWNSHIP OF HILLSIDE
AND
FRATERNAL ORDER OF POLICE
LODGE # 160
(SUPERIOR OFFICERS)

EFFECTIVE: JULY 1, 2007 THROUGH JUNE 30, 2012

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2
3 **PREAMBLE**

4 This agreement effective as of the 1st day of July, 2007 by and between the Township of
5 Hillside, New Jersey, hereinafter referred to as the "Township", and the Hillside Police
6 Department Fraternal Order of Police Lodge Number 160, hereinafter referred to as the "FOP", is
7 designated through collective negotiations to maintain and promote a harmonious relationship
8 between the Township of Hillside and its employees who are within the provisions of this
9 Agreement in order that more efficient and progressive public services may be rendered.
10

11 **ARTICLE I**

12
13 **RECOGNITION**

14
15 The Township hereby recognizes the FOP as the exclusive and sole representative for
16 collective negotiations concerning salaries, hours and other terms and conditions of employment
17 for the FOP Lodge 160, of the Hillside Police Department, including all superior officers from
18 the rank of Police Sergeant through Police Captain, excluding Deputy Chiefs, the Chief of Police
19 and all other employees (as defined in the New Jersey Employer/Employee Relations Act).
20
21

22 **ARTICLE II**

23
24 **FOP NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES**

25
26 **Section 1**

27
28 There shall be five members of the FOP Negotiating Committee. These members shall
29 be granted leave from duty with full pay for all meetings between the Township and the FOP for
30 the purposes of negotiating the terms of an agreement when such meetings take place at a time
31 during which said members are scheduled to be on duty, except in case of police emergency. The
32 FOP has the right to negotiate as to rates of pay, fringe benefits, working conditions, safety of
33 equipment, and other items as prescribed by law.
34

35 **Section 2**

36
37 There shall be five members of the FOP Grievance Committee. These members shall be
38 granted leave from duty with full pay for all meetings between the Township and the FOP for the
39 purpose of processing grievances when such meetings take place at a time during which said
40 members are scheduled to be on duty, except in case of police emergency.
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ARTICLE III

HOURS OF WORK AND OVERTIME

46 **Section 1 - Hours of Work**

47
48 The hours of all employees shall average over their regular cycle of 37 ½ hours per week.
49 At the time of the negotiation and execution of the Agreement, the Police Chief has established
50 schedules pursuant to which employees are assigned a cycle whereby they work five days,
51 followed by five days off.
52

53 Furthermore, the employees work overlapping shifts of 10¾ hours each. The foregoing
54 recitation of the current work schedule shall be maintained throughout the term of this
55 Agreement; however, such does not preclude changes by the Police Chief during a bona fide
56 emergency as the term "emergency" is defined in N.J.S.A. 40A:14-134. The foregoing five-
57 days-on/five-days-off schedule will be resumed upon termination of any such emergency.
58

59 **Section 2 - Overtime**

60
61 Whenever an employee works in excess of his assigned workday schedule as provided for
62 in Section 1 above, he shall be paid for such overtime at 1 ½ times his regular rate (regular rate
63 shall be calculated on gross salary based on a 37 ½ hour work week) on a 1 ½ hour-for-hour
64 basis.
65

66 Accumulated overtime from January 1 to June 30 will be paid no later than August 15 of
67 said year. Remaining overtime and holiday time for the current year is to be paid no later than
68 January 31 of the following year.
69

70 All time off earned by such employee shall be taken off at the option of such employee
71 with permission of the Police Chief. Such permission of the Police Chief shall not be
72 unreasonably withheld.
73

74 All overtime monies are to be computed on a monthly basis and paid upon submission of
75 a voucher no later than the following pay period.
76

77 Employees shall be paid four (4) hours straight time when placed on call as a result of a
78 subpoena.
79

80 Employees shall be paid a minimum of two (2) hours overtime when called in for any
81 reason by the Police Chief when not otherwise scheduled.
82

83 **Section 3 - Personal Days**

84
85 Each employee (employed more than one calendar year) shall be entitled to five (5)
86 personal days off during the calendar year, which will be taken with the approval of and in the
87 sole discretion of the Police Chief. Personal days, if not taken during the calendar year, will be

88 considered lost and there shall be no carry over of same to the next calendar year. A personal day
89 is defined as a normal working day.

90

91 Section 4 – Administrative Days

92

93 Superior officers who have attained the rank of Police Lieutenant and Police Captain
94 agree to attend not more than two annual “Administrative Days” at the direction of the Chief of
95 Police. “Administrative Days” shall be defined as two regularly scheduled days off (up to 8-hour
96 day) for each employee affected by this section. Attendance shall be mandatory and such time
97 worked shall be considered part of the employees’ regular hours of work and shall not require
98 additional compensation of any type, including but not limited to overtime compensation or
99 compensatory time.

100

101 It shall be within the Chief’s sole discretion to utilize “Administrative Days” for purposes
102 of training, staff development, or for any other reasonable purpose to facilitate the effective
103 administration of the Police Department. “Administrative Days” shall not be scheduled during
104 major holidays or without a minimum of ten days’ notice to each employee affected by this
105 section.

106

107 ARTICLE IV

108

109 VACATIONS

110

111 Vacations for employees covered by this Agreement shall be as follows:

112

113 Less than one year, one working day for each month of employment not to exceed ten
114 (10) working days.

115

116	1 to 3 years	10 working days
117	3 to 5 years	13 working days
118	5 to 10 years	17 working days
119	10 to 15 years	20 working days
120	Over 15 years	24 working days

121

122 The Police Chief is authorized to adjust inequities in vacation schedules which result
123 from varying shifts.

124

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

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ARTICLE V
BEREAVEMENT LEAVE

Section 1

Each employee covered by this Agreement shall receive a leave of absence with pay of five (5) working days in the event of said employee's spouse, mother, father or child's death.

Section 2

If there is a death in the employee's immediate family, other than a spouse, child or parent, the employee shall receive a leave of absence of five (5) consecutive days. Immediate family shall be defined as brother, sister, present mother and father-in-laws, present sister and brother-in-laws, the employee's grandparents and spouse's grandparents. Five consecutive days off shall be defined as five working and non-working days which fall within the five-day period immediately following the death in question.

Section 3

Each employee shall receive a leave of absence of one (1) day if there is a death in the employee's family other than the immediate family as defined above. The one (1) day leave shall be taken on the day of the family member's funeral or wake.

ARTICLE VI

SALARIES

Section 1 - Base Salaries

Base salaries for Superior Officers of the Police Department shall be those listed in "Schedule A" attached to this agreement.

Section 2 - Rank Differential

Effective July 1, 2001, the base salary for a Police Lieutenant shall be 8% over the base salary of a Police Sergeant, and the base salary for a Police Captain shall be 8% over the base salary of a Police Lieutenant.

Section 3 - Assignment to Detective Bureau

Superior Officers of all ranks assigned to the Detective Bureau shall receive a stipend of 5% of the Superior Officer's base salary added to the total salary after the computations for all fringe and longevity.

173 Section 4 - Acting Pay

174
175 In the event a member serves in an acting capacity of a higher rank, the Township agrees
176 to pay said member the base salary for that rank provided the member serves in said acting
177 capacity for sixteen (16) consecutive calendar days. It is understood and agreed that this
178 provision is not to apply when filling rank because of vacation leave.
179

180 Section 5 - Assignment as Community Affairs Liaison

181
182 A Superior Officer of any rank assigned as the Community Affairs Liaison shall receive a
183 stipend of 5% of the Superior Officer's base salary added to the total salary after the
184 computations for all fringe and longevity.
185

186 **ARTICLE VII**

187 **HEALTH INSURANCE**

188
189
190 Section 1 - Hospitalization

191
192 The Township shall continue to provide all employees covered by this Agreement and
193 their families with full coverage under the Horizon Blue Cross Blue Shield of New Jersey
194 ("Horizon") Hospitalization plans and Major Medical Insurance, the premiums of which shall be
195 paid for by the Township except as set forth in this Article VII. The Township will continue to
196 maintain the Horizon traditional indemnity and Direct Access PPO plans. Employees hired after
197 June 30, 2008 must enroll in the Direct Access PPO plan and will not be eligible for the
198 traditional indemnity plan. Employees hired on or before June 30, 2008, continuously employed
199 with the Township and promoted into the bargaining unit after June 30, 2008 will remain eligible
200 to retain the traditional indemnity plan. The PPO co-pay for office visits will be increased to \$15
201 as soon as practicable for the Township. In the event the Township changes its health insurance
202 carrier, it shall provide comparable health insurance with no less coverage than the level
203 currently in existence on July 1, 2008.
204

205 Section 2 - Dental Insurance

206
207 The Township shall continue to provide dental insurance for all employees covered by
208 this Agreement and their families as defined in the existing coverage through Delta Dental Plan.
209 Effective January 1, 1989, the dental plan shall increase from a 50%-50% plan to an 80%-20%
210 plan. In the event the Township withdraws from or terminates its membership in the Delta
211 Dental Plan, it shall provide comparable dental insurance with no less coverage than the level in
212 existence through the Delta Dental Plan at the time of said withdrawal or termination.
213

214 Section 3 - Prescription Plan

215
216 The Township shall continue to provide a prescription drug plan that has a \$10.00
217 deductible for generic prescriptions and a \$15.00 deductible for brand name prescriptions for all
218 employees and immediate family members of the employee governed by this Agreement. The

219 prescription plan shall permit employees to obtain prescriptions through mail order without any
220 employee co-payments. In the event the Township withdraws from or terminates its membership
221 in the existing prescription drug plan, it shall provide a comparable prescription drug plan with
222 no less coverage than the level in existence at the time of said withdrawal or termination.
223

224 Section 4 – Premium Contributions
225

226 Effective July 1, 2010, employees will contribute \$50.00 per month toward the cost of
227 their health benefits. The monthly contribution shall be deducted by payroll deduction in even
228 amounts throughout each year.
229

230 Section 5 – IRC § 125 Plan
231

232 As soon as practicable following the full execution of this Agreement, the Township will
233 establish a non-contributory IRC § 125 Plan to provide for pre-tax deductions for employees who
234 choose to contribute from their own compensation. Employees contributing to such Plan will be
235 subject to the limitations and requirements of federal and state tax laws, rules, regulations and
236 opinions. The Township will not bear any responsibility for any contributing employee's tax
237 liability. Employees indemnify and hold the Township harmless for any losses they sustain
238 under the Plan as a result of non-compliance with IRS rules and regulations. The Township will
239 not be required to make contributions on behalf of any employee beyond the employee's regular
240 compensation.
241

242 Section 6 – Health Insurance Opt-Out
243

244 Employees covered by this Agreement may opt-out of any health insurance coverages
245 provided each such employee is covered by substantially similar insurance coverage. Such
246 employees will be entitled to receive 25% of the then-current value of the premiums saved by the
247 Township as a direct result of such opt-out. Prorated payments, less usual payroll deductions,
248 will be commence thirty (30) days following the Township's receipt of a written certification that
249 the Employee wishes to opt-out and that s/he has substantially similar insurance coverage.
250 Employees who lose such substantially similar coverage will be entitled to re-enter the
251 Township's insurance plans. Upon the recommencement of coverage under the plan(s), the
252 employees will cease be eligible to receive any payments under this Section 6. The employee
253 requesting such coverage shall be responsible for notifying the Township of the starting date for
254 recommencement of coverage. The Township will not be responsible for any damages incurred
255 by an employee who fails to provide timely notice of the need to recommence coverage.
256 Employees will be responsible for providing required certification of coverage under the federal
257 Health Insurance Portability and Accountability Act, commonly referred to as HIPAA.
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ARTICLE VIII
EDUCATIONAL INCENTIVE PAY

Section 1

Each full-time member and permanent employee of the Police Department who successfully and satisfactorily completes the number of courses hereinafter set forth in a program in Criminal Justice (or Police Science) at a recognized college or university which is part of a program leading to an Associate Degree, Baccalaureate Degree or Master's Degree in Criminal Justice (or Police Science) shall be entitled hereafter to additional compensation at the rate specified.

Section 2

An educational program to be accepted under this subsection shall be equivalent or substantially similar to the Associate Degree program in Criminal Justice offered by Union County College or the Baccalaureate Degree program in Criminal Justice offered by Rutgers, the State University of New Jersey. The Township Council shall determine whether any degree or course program is equivalent to the aforementioned degree programs, and shall have final approval as to its applicability and appropriateness.

Section 3

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

Section 4

An officer who successfully completes County, State, or Federal Police Science training courses or other such schools to which he/she is assigned by the Police Chief shall receive a salary increase per year upon successfully attaining the following hours of schooling:

220 hours.....	\$345.00
440 hours.....	\$550.00
660 hours (or Associate of Arts or Science).....	\$775.00
990 hours.....	\$975.00
1,200 hours or Bachelor of Science or Bachelor of Arts Degree.....	\$1,125.00
1,500 hours or 300 hours beyond a Bachelor of Science or Bachelor of Arts Degree.....	\$1,275.00

304 The Township Council shall have the final approval as to the applicability or relevance of
305 any such course of instruction.

306
307 Section 5

308
309 The employee shall be credited for such education as described in Section 1 through 4
310 hereof that he/she has heretofore received while a member of the Hillside Police Department or
311 such college credits as described in Sections 1 through 4 he/she may have accrued during his/her
312 lifetime. The Township Council shall determine which such prior credits, if any, shall be
313 applicable to this plan. There shall be no compensation for basic training.

314
315 Section 6

316
317 The Police Chief shall make available a list of schools to all employees. Officers who
318 wish to attend said schools shall apply through the Training Officer of the Hillside Police
319 Department. The Training Officer shall then make arrangements for the officers qualified to
320 attend the schools. The determination of who may attend, what courses, and when shall be
321 within the sole discretion of the employer.

322
323 Section 7

324
325 Priority for attendance shall be determined by the Police Department as follows:

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

333
334 Section 8

335
336 The maximum salary increase that can be obtained under this program is \$1,275.00,
337 however, the non-college courses referred to in Section 4 may be used to establish eligibility for
338 the compensation referred to herein on the basis of fifteen (15) hours of such courses
339 representing the equivalent of one (1) credit hour in a recognized college or university course.

340
341 Section 9

342
343 The Police Department shall continue its policy of ordering its members to attend
344 specialized schools such as a Breathalyser Course for Police Sergeants, Traffic Investigation for
345 Police Department members assigned to the Traffic Division, Narcotic Schools for those
346 assigned narcotic responsibility, Supervision and Administration courses for superior officers
347 along with miscellaneous other schools necessary from time to time.

348 Section 10

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Section 11

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Section 12

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ARTICLE IX

LONGEVITY

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All employees of the Hillside Police Department covered by this Agreement shall be entitled to and be paid longevity pay. Longevity pay shall begin on the employee's fifth anniversary date at the rate of 2% of his/her current year's base salary. The following scale shall be used in calculating longevity:

5 th anniversary date	2%
10 th anniversary date	4%
14 th anniversary date	8%
18 th anniversary date	12%
22 nd anniversary date	14%

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

390 **ARTICLE X**

391
392 **FOP ACTIVITY PROTECTED**

393
394 **Section 1**

395
396 There shall be no strikes, work stoppages or slowdowns of any kind during the life of this
397 Agreement. No officer or representative of the FOP shall authorize, institute or condone any
398 such activity. No employee shall participate in any such activity. The employer shall have the
399 right to take disciplinary action, including discharge, against any employee participating in a
400 violation of the provisions of this Article.

401
402 **Section 2**

403
404 The FOP will not schedule any membership meetings or demonstrations which may have
405 the same effect as a strike or work stoppage.

406
407 **Section 3**

408
409 In the event the bargaining unit employees participate in any such activities, in violation
410 of this Article, the FOP shall notify those employees so engaged to cease and desist from such
411 activities and shall instruct the employees to return to their normal duties and take such other
412 action as may be necessary under the circumstances to bring about compliance with the
413 provisions of this Article.

414
415 **Section 4**

416
417 All other FOP activities are protected except such activities restricted by or which are in
418 conflict with the provisions of this Article or the laws of the State of New Jersey.

419
420 **ARTICLE XI**

421
422 **GRIEVANCE PROCEDURE**

423
424 For purposes of this Agreement, the term "grievance" means any complaint, difference or
425 dispute between the Employer and any Employee with respect to the interpretation, application,
426 or violation of any of the provisions of this Agreement or any applicable rule or regulation or
427 policies, agreements or administrative decisions affecting any employee(s) covered by this
428 Agreement.

429
430 Minor disciplinary matters (as defined by the New Jersey Department of Personnel) shall
431 be included in the Grievance Procedure.

432
433 No permanent employee shall be removed, dismissed, discharged, suspended, fined,
434 reduced in rank, or disciplined in any other manner except for just cause. If any employee is

435 disciplined and in the judgment of such employee this action is taken by the Township without
436 just cause, or if any employee or group of employees feels aggrieved concerning the application
437 of this Agreement, adjustment shall be sought as follows:
438

439 A) In the event a grievance cannot be resolved on an informal level, the aggrieved
440 individual may submit a grievance in writing on the standard grievance form
441 (copy attached to and made part of this Agreement) to the FOP Grievance
442 Committee which shall be reviewed by the Committee and may be submitted
443 in writing on the standard grievance form to the Police Chief within ten (10)
444 days of the occurrence or event giving rise to the grievance. The Police Chief
445 shall arrange within fourteen (14) days to meet with the representatives of the
446 FOP for the purpose of adjusting or resolving such grievance.
447

448 B) If such grievance is not resolved to the satisfaction of the grievant by the
449 Police Chief within five (5) working days after such meeting, or if the
450 grievance concerns an action initiated by the Mayor or Township Council, the
451 grievance shall then be forwarded to the Township Council and the Council
452 shall arrange to meet with the representatives of the FOP within a reasonable
453 time (not later than 2 weeks) for the purposes of adjusting or resolving such
454 grievance and a determination shall be rendered within 5 working days after
455 such meeting.
456

457 C) If the grievant or his representative is not satisfied with the action of the
458 Township Council as aforesaid, the grievant or his representative may submit
459 the grievance to binding arbitration only if the grievance constitutes a
460 complaint or controversy arising over the interpretation of the terms and
461 conditions of this Agreement (excluding terms and conditions of employment
462 governed by statute or administrative regulations incorporated by reference in
463 this Agreement whether expressly or by operation of the law). The grievant or
464 his representative may refer the matter to binding arbitration pursuant to the
465 rules and regulations of the Public Employment Relations Commission within
466 ten (10) calendar days after the determination by the Township Council. The
467 arbitrator selected pursuant to this Agreement and by applicable laws of the
468 State of New Jersey and of the United States and decisions of the courts of the
469 State of New Jersey and the United States, and shall be restricted to the
470 question of contract interpretation present to him/her. The arbitrator shall not
471 have the authority to add to, modify, detract from or alter in any way the
472 provisions of the Agreement or any amendment or supplement thereto. In
473 rendering his/her written decision, the arbitrator shall indicate in detail his/her
474 findings of fact and reasons for making the award. The arbitrator shall be
475 guided by and shall be bound by the rules of the Public Employment Relations
476 Commission. The decision and award of the arbitrator shall be final and
477 binding upon the parties, subject to applicable judicial or administrative
478 proceedings. The costs of the services of the arbitrator shall be borne equally
479 between the Township and the grievant. Any other expenses including, but

480 not limited to, the presentation of witnesses shall be paid by the party
481 incurring the same.
482

- 483 D) Nothing contained herein shall be construed to deny any individual employee
484 his/her right or the Township its right under State Department of Personnel laws,
485 regulations, or due process of law.
486

487 **ARTICLE XII**

488 **RETIRED EMPLOYEES**

489
490
491 **Section 1**

492
493 Retired members of the Police Department and their spouses and dependants shall, during
494 their retirement, receive not less than the equivalent level of health insurance benefits as those in
495 effect at the time of the member's retirement. At no time shall any retired member, spouse or
496 dependent suffer a reduction in the level of health insurance benefits. This provision shall apply
497 to all hospitalization, dental and prescription benefits as defined in Sections 1, 2 and 3 of Article
498 VIII.
499

500 **Section 2**

501
502 Effective January 1, 1990, each employee shall accumulate for retirement ten and three
503 quarters (10 ¾) hours pay for every six (6) months of work without sick time. Time so
504 accumulated shall be considered banked by the Township on the employee's behalf and payable
505 on the retirement date.
506

507 **Section 3**

508
509 Upon separation from employment other than by reason of retirement under the Police
510 and Firemen's Retirement System, employees will be entitled to receive their banked time
511 subject to a 25% reduction due to early withdrawal. Retirement as defined by PFRS shall not be
512 subject to the 25% reduction.
513

514 **ARTICLE XIII**

515 **ESTATE BENEFITS**

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517
518 **Section 1 - Accumulated Estate Benefits**

519
520 In the event that an employee dies during the life of the Agreement, his/her estate shall
521 be entitled to the following benefits which have accumulated and are unused at the time of
522 his/her death:
523

- 524 A) Vacation time
- 525 B) Overtime
- 526 C) Personal Days
- 527 D) The difference in rate of pay at the beginning of the year and that which is agreed
- 528 upon by contract during that year up until and including date of death.
- 529 E) Outstanding terminal leave days
- 530 F) Banked time
- 531

532 Section 2 - Continued Hospitalization for Death in the Line of Duty

533

- 534 A) Whenever an active employee dies in the line of duty, the Township shall
- 535 continue hospitalization, dental, and prescription coverage for the employee's
- 536 spouse and for the employee's minor children. Continued coverage for a minor
- 537 child shall terminate when the child reaches eighteen (18) years of age, except in
- 538 the case of a handicapped child, in which case the coverage shall continue until
- 539 the child's death.
- 540
- 541 B) The following definitions are applicable to this Section:
- 542
- 543 1) Death "in the line of duty" shall be limited to deaths which are the direct
- 544 result of an injury, other than an injury purposely self-inflicted or
- 545 sustained.
- 546
- 547 2) A "handicapped child" shall be defined as a child who is, or will be upon
- 548 reaching eighteen (18) years of age, unable to obtain employment due to
- 549 severe and profound permanent physical or mental disability. If such a
- 550 child becomes capable of obtaining employment he or she shall cease to be
- 551 eligible for continued coverage unless he or she has not yet attained the
- 552 age of eighteen (18) years, in which case continued coverage shall
- 553 terminate when he or she attains the age of eighteen (18) years.
- 554

555 ARTICLE XIV

556 SAFETY VESTS

557 The Township agrees to purchase a safety vest for all new employees and further agrees

560 to replace safety vests on a fair wear and tear basis as the latter is determined by the Police Chief.

561

562 ARTICLE XV

563 AGENCY SHOP AND DUES DEDUCTION

564
565
566 Section 1

567
568 Whenever any bargaining unit member shall indicate in writing to the Township
569 Treasurer his/her desire to have deductions made from his/her compensation for the purpose of
570 paying the employee's dues to the FOP, the Township Treasurer shall make such deduction from
571 the compensation of such employee and the Township Treasurer shall transmit the sum being
572 deducted to the FOP. Any such written authorization may be withdrawn by the employee at any
573 time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice
574 of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the
575 date on which notice of withdrawal is filed.

576
577 Section 2

578
579 Any employee in the bargaining unit who does not join the FOP within thirty (30) days
580 from the date of execution of this Agreement, or any employee newly promoted to superior
581 officer status who does not join the FOP within thirty (30) days of his promotion to the ranks
582 represented by the bargaining unit, and any employee previously employed within the unit who
583 returns and who does not join the FOP within ten (10) days of reentry into employment within
584 the unit shall pay a representation fee in lieu of dues to the FOP by payroll deduction. The
585 representation fee shall be in the amount equal to no more than 85% of the regular FOP
586 membership dues, fees, and assessments as certified to the Township by the FOP. The FOP may
587 revise its certification of the amount of the representation fee upon fifty (50) days written notice
588 to the Township to reflect changes in the regular FOP membership dues, fees, and assessments.
589 In order for this paragraph to become effective, the FOP must provide the Township and to
590 employees referred to above sufficient evidence that it has complied with the statutory
591 requirements of establishing an internal procedure for nonmembers who seek to challenge the
592 appropriateness of the representation fee. The FOP shall comply with Chapter 477 of the Public
593 Laws of 1979 in all respects.

594
595 Section 3

596
597 The FOP will provide the necessary "check-off authorization" form and deliver the signed
598 forms to the appropriate officers. With respect to both dues deductions, representation fee
599 deduction, and the "demand and return" procedure described in Section 2 above, the FOP shall
600 indemnify, defend and hold the Township harmless against any and all claims, demands, suits, or
601 other forms of liability that shall arise out of, or by reason of, action taken by the Township
602 pursuant to the above provisions concerning dues deductions, representation fee deductions, and
603 "demand and return" procedures.

604

605 **ARTICLE XVI**

606
607 **USE OF POLICE CAR**

608
609 The Township agrees to provide a marked police vehicle as available in the determination
610 of the Police Chief to be used only by off-duty police personnel and the on or off duty President
611 and Vice President of the FOP to attend the funeral of a New Jersey police officer killed in the
612 line of duty.

613
614 **ARTICLE XVII**

615
616 **FOP INPUT**

617
618 **Section 1**

619
620 The Township shall continue to allow the FOP to provide input into any revision of the
621 rules and regulations of the Police Department.

622
623 **Section 2**

624
625 Proposed new rules or modifications of existing rules governing working conditions shall
626 be negotiated with the majority representative before they are established.

627
628 **ARTICLE XVIII**

629
630 **SICK LEAVE**

631
632 The Township agrees to continue the existing prior practice of allowing up to one year
633 sick leave pursuant to the provisions of N.J.S.A. 40A:14-137.

634
635 **ARTICLE XIX**

636
637 **LEAVES OF ABSENCE**

638
639 The Township agrees to permit a leave of absence without pay for a maximum period of
640 one year as determined by the Township Council and the Police Chief. This leave of absence is
641 to be reviewed on a quarterly basis by the Township Council and the Police Chief, and the
642 approval of the Township Council and the Police Chief must be obtained at the end of each
643 quarter in order to obtain the maximum leave of one year.

644
645 **ARTICLE XX**

646
647 **PRIOR PRACTICES**

648
649 All other rights, benefits and privileges enjoyed by both parties hereto which are not
650 specifically provided for or abridged in the Agreement are hereby protected by this Agreement

651 including, but not limited to, any rights, benefits and privileges bestowed on either party hereto
652 by laws of the United States, laws of New Jersey, State Department of Personnel laws, or
653 Township of Hillside ordinances.

654
655 **ARTICLE XXI**

656
657 **TERMINAL LEAVE**

658
659 The below language in this Article shall govern the calculation of terminal leave benefits
660 only for employees employed in the Police Department on the date of the full signing and
661 approval of this Agreement.

662
663 Except as described below, terminal leave shall accrue at the rate of 1.5 days (8 hour per
664 day) per year.

665
666 Following the completion of fifteen (15) years of service with the Township as a member
667 of the Police Department, an employee shall be entitled to the above described terminal leave,
668 however, for all years of service commencing in 1976, the employee's terminal leave entitlement
669 shall be recalculated at the rate of two (2) days per year.

670
671 Commencing January 1, 1993, for days subsequently accrued, terminal leave shall accrue
672 at the rate of 8.5 hours per day.

673 **ARTICLE XXII**

674 **MANAGEMENT'S RIGHTS**

675
676
677 **Section 1**

678
679 The Township Council hereby retains and reserves unto itself without limitation all
680 powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the
681 signing of this Agreement by the laws and Constitution of the State of New Jersey and of the
682 United States including, but without limiting the generality of the foregoing, the following rights:

- 683
684 1) The executive management and administrative control of the Township
685 government, its properties and facilities and the activities of its employees while
686 on duty.
- 687
688 2) To hire all employees and, subject to the provisions of law, to determine their
689 qualifications and to promote employees.
- 690
691 3) To suspend, demote, discharge or take any other disciplinary action for good and
692 just cause according to law.
- 693
694 4) To implement and require pre-employment drug and alcohol screening tests.
- 695

696 Section 2

697

698 Nothing contained herein shall be construed to deny or restrict the Township of its rights,
699 responsibilities and authority under Title 40A or Title 11 of the New Jersey Statutes or other
700 national, state, county, or local laws or ordinances.

701

702

ARTICLE XXIII

703

704

SEPARABILITY AND SAVINGS

705

706 If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any
707 application thereof, to any employee or group of employees is held to be invalid by operation of
708 law or by a court or the Public Employment Relations Commission, such provision shall be
709 inoperative but all other provisions shall not be affected thereby and shall continue in full force
710 and effect.

711

712

ARTICLE XXIV

713

714

SENIORITY CLAUSE

715

716

717 The Township recognizes and agrees that the Hillside Police Department hires and
718 operates under a bona fide seniority system in accordance with State Department of Personnel
719 rules and regulations. In the event of any terminations or demotions, it shall be the policy of the
Township to terminate or demote those with the least amount of seniority.

720

721

ARTICLE XXV

722

723

TERM AND RENEWAL

724

725

726 The term of this Agreement shall be from July 1, 2007, through June 30, 2012 and from
727 year to year thereafter, subject to a written notice from either party to the other of the desire to
728 change or amend this Agreement. To be effective, such written notice must be received by the
729 other party by no later than the time prescribed by the Public Employment Relations
Commission.

730

731

ARTICLE XXVI

732

733

FULLY BARGAINED PROVISION

734

735

Section 1

736

737

738 This Agreement represents and incorporates the complete and final understanding and
739 settlement by the parties of all negotiable issues which were, or could have been, the subject of
740 collective negotiations. The parties acknowledge that during negotiations that resulted in the
741 Agreement, each had the unlimited right and opportunity to make demands and proposals with
respect to any subject or matter not removed by law in the area of collective negotiations, and

742 that the understandings and agreements arrived at by the parties after the exercises of that right
743 and opportunity are set forth in the Agreement.
744

745 Therefore, the Township and the FOP, for the life of this Agreement, each voluntarily and
746 without qualification waives the right to, and each agrees that the other shall not be obligated to,
747 bargain or negotiate with respect to any subject or matter referred to or covered in the Agreement
748 or with respect to any subject or matter not specifically referred to or covered in this Agreement,
749 even though such subjects or matters may not have been within the knowledge or contemplation
750 of either or both parties at the time they negotiated or signed this Agreement.
751

752 Section 2
753

754 This Agreement shall not be modified in whole or in part by the parties, except by an
755 instrument in writing duly executed by both parties.
756

757 Dated:
758

759 **ATTEST:**
760

TOWNSHIP OF HILLSIDE:

761
762
763 _____
764 Township Clerk

Mayor Karen D. McCoy-Oliver

765
766 **ATTEST:**
767

**HILLSIDE POLICE DEPARTMENT
FRATERNAL ORDER OF POLICE
LODGE 160:**

768
769
770
771 _____
772 FOP Secretary
773

George Harris, FOP President

SCHEDULE A

POLICE SUPERIOR OFFICERS SALARIES

Effective Dates >	7/1/07 – 6/30/08	7/1/08 – 6/30/09	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12
SERGEANT	\$90,895	\$98,556	\$102,499	\$106,598	\$111,395
LIEUTENANT	\$98,166	\$106,441	\$110,698	\$115,126	\$120,307
CAPTAIN	\$106,020	\$114,956	\$119,554	\$124,336	\$129,932

**Grievance Form Pursuant To Article XII
Collective Bargaining Agreement Between
The Township of Hillside
And
The Hillside Police Department Fraternal Order of Police, Lodge 160**

STEP I - Police Chief

Nature Of Grievance:

Dated:

Grievant

Disposition:

Dated:

Police Chief or Deputy Chief

STEP II - Township Council

I hereby appeal my Grievance to the Township Council.

Dated:

Grievant

Disposition:

Dated:

President of the Township Council

STEP III - Binding Arbitration

I hereby appeal my Grievance to Binding Arbitration

Dated:

Grievant

Disposition:

Dated:

Arbitrator