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AGREEMENT

BETWEEN

TOWNSHIP OF HILLSIDE

-AND-

FRATERNAL ORDER OF POLICE

HILLSIDE LODGE NO. 82

EFFECTIVE: JULY 1, 2007 THROUGH JUNE 30, 2012

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	FOP NEGOTIATING COMMITTEE-ITS RIGHTS AND DUTIES	2
III	HOURS OF WORK AND OVERTIME	3
IV	VACATIONS	6
V	BEREAVEMENT LEAVE	6
VI	SALARIES	7
VII	HEALTH INSURANCE	11
VIII	EDUCATIONAL INCENTIVE PAY	14
IX	LONGEVITY	19
X	FOP ACTIVITY PROTECTED	19
XI	GRIEVANCE PROCEDURE	20
XII	RETIRED EMPLOYEES	23
XIII	ESTATE BENEFITS	24
XIV	BALLISTIC VESTS	25
XV	AGENCY SHOP AND DUES DEDUCTION	26
XVI	USE OF POLICE CAR	27
XVII	FOP INPUT	28
XVIII	SICK LEAVE	28
XIX	LEAVES OF ABSENCE	28
XX	PRIOR PRACTICES	29
XXI	TERMINAL LEAVE	29
XXII	MANAGEMENT'S RIGHTS	30
XXIII	SEPARABILITY AND SAVINGS	30
XXIV	SENIORITY CLAUSE	31
XXV	PERSONNEL FILES	31
XXVI	TERM AND RENEWAL	32
XXVII	FULLY-BARGAINED PROVISION	32
	SCHEDULE A	34
	SCHEDULE B	36
	SCHEDULE C	38

PREAMBLE

This Agreement effective as of the 1st day of July, 2007, by and between the Township of Hillside, New Jersey, hereinafter referred to as the "Township", and Fraternal Order of Police, Hillside Lodge No. 82, hereinafter referred to as the "FOP", is designated through collective negotiations to maintain and promote a harmonious relationship between the Township of Hillside and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The Township hereby recognizes the FOP as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Police Officers of the Hillside Police Department, but excluding managerial executives, craft and professional employees, Superior Officers from the rank of Sergeant and above, clerical employees and supervisors as defined in the New Jersey Employer/Employee Relations Act.

ARTICLE II

FOP NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

Section 1.

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

Section 2.

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

Section 3.

The President and voting trustees and two alternates of the FOP shall be granted leave from duty with pay to attend the State and National Convention of the FOP. The voting trustees and alternates shall not come from the same platoon or detective division so that the Township shall not incur overtime as a result of employees attending the aforesaid conventions.

The President and one trustee of the FOP shall be granted leave from duty with pay for all meetings of the FOP's State Executive Board. Said leave shall be for the day of such meeting or the previous day with permission of the Chief of the department, which permission shall not be unreasonably withheld.

Section 4.

The President of the FOP or his designee shall be granted leave from duty with full pay to perform the duties of their respective offices within the Township of Hillside with the permission of the Police Chief.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work.

The hours of all employees shall average over their regular cycle 37-1/2 hours per week. At the time of the negotiation and execution of this Agreement, the Police Chief has established schedules pursuant to which employees are assigned a cycle whereby they work five days, followed by five days off. Furthermore, the employees work overlapping shifts of 10-3/4 hours each. The foregoing recitation of the current work schedule shall be maintained throughout the term of this Agreement; however, such does not preclude changes by the Police Chief during a bona fide emergency as the term "emergency" is defined in N.J.S.A. 40A:14-134. The foregoing five-day-on/five-day-off schedule will be resumed upon termination of any such emergency. Officers

assigned to the Patrol Division and to the Urban Enterprise Zone ("UEZ") detail will work a five-day-on/five-day-off schedule. Additionally, notwithstanding the above, employees assigned to the Detective Bureau will remain on the current four weekdays on/three days off schedule.

Section 2 - Overtime.

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

Accumulated overtime from January 1 to September 30 will be paid no later than November 15 of said year. Remaining overtime and holiday time for the current year is to be paid no later than January 31 of the following year.

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

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

Employees shall be paid four (4) hours straight time when placed on call as a result of a subpoena by the Police Chief.

Employees shall be paid a minimum of two (2) hours overtime when

called in for any reason by the Police Chief when not otherwise scheduled:

Section 3 - Personal Days.

Each employee (employed more than one calendar year) shall be entitled to five (5) personal days off during the calendar year, which will be taken with the approval of and in the sole discretion of the Police Chief. Personal days, if not taken during the calendar year, will be considered lost and there shall be no carry over of same to the next calendar year. A personal day is defined as a normal working day.

Section 4 - Schedule Change Waiver

The FOP and the Township agree that when the Chief of Police wishes to implement a schedule change, he will first notify the FOP of such intent and the FOP and Township agree that, if such change is acceptable to both parties, they will utilize a Waiver Agreement which will provide that neither the FOP nor the Township is giving up any rights or entering into any binding past practice by permitting such schedule change to be implemented. In the event that the Chief and the FOP cannot reach agreement, both the Township and the FOP will reserve to themselves all legal rights and remedies. The FOP and Township agree that the form of Waiver Agreement to be used pursuant to this Section is set forth as Schedule C attached hereto.

ARTICLE IV

VACATIONS

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

Less than one year, one working day for each month of employment not to exceed ten working days.

1 to 3 years	10 working days
3 to 5 years	13 working days
5 to 10 years	17 working days
10 to 15 years	20 working days
Over 15 years	24 working days

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

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

In the event that an employee is terminated for any reason, the Township may deduct from any outstanding amounts owed to the employee, the value of any vacation taken beyond the amount to which the employee was entitled under this Article.

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, mother or father, the employee shall receive a leave of absence of five (5) consecutive days. Immediate family shall be defined as brother, sister, present mother-in-law, present father-in-law, present sister-in-law and present brother-in-law, the employee's grandparents and spouse's grandparents. Five (5) consecutive days off shall be defined as five (5) working and any non-working days, which fall within the five (5) 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 employees of the Police Department shall be those listed in "Schedule A" attached to this Agreement.

Section 2 - Assignment to Detective Bureau.

Police Officers assigned as a Detective shall receive a stipend of 5% of the First Grade Police Officer base salary added to the total salary after the computations for all fringe and longevity.

Section 3 - Fringe Benefits.

Fringe benefits after the first three years of service may be included in the employee's salary with the first day after the anniversary of the third year of service. Said option will be available to the employee only if the Township Treasurer is notified by January 15th of the year of request, and once this method of computation of fringe benefits is effected it cannot be changed back. For this purpose, fringe benefits are defined to be holiday incentive time pay.

All contract fringe benefits shall be earned by unit members as of January 1 of each calendar.

Section 4 - Acting Pay.

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

Section 5.

Members of the unit who resign from the Police Department at the conclusion or during an authorized leave of absence without pay that overlaps the calendar year shall not be entitled to all contract fringe benefits for the new year as stated in Section 4 (Fringe Benefits) of this contract.

Section 6.

A. A Police Officer shall become a First Grade Police Officer after six continuous full years of service including the initial training at the police academy.

B. A Police Officer shall become a Second Grade Police Officer after five continuous full years of service including the initial training at the police academy.

C. A Police Officer shall become a Third Grade Police Officer after four continuous full years of service including the initial training at the police academy.

D. A Police Officer shall become a Fourth Grade Police Officer after three continuous full years of service including the initial training at the police academy.

E. A Police Officer shall become a Fifth Grade Police Officer after two continuous full years of service including the initial training at the police academy.

F. A Police Officer shall become a Sixth Grade Police Officer after one continuous full year of service including the initial training at the police academy.

G. Newly appointed officers who are required to undergo formal initial training at the police academy to qualify as police officers under the Police Training Act, shall be placed on the Seventh Grade step set forth in "Schedule A" attached to this Agreement as of the officers' first day of employment in the Police Department. Such newly appointed officers shall remain on the

Seventh Grade step until they complete their probationary period consisting of one continuous full year of service with the Police Department.

Section 7 - Assignment as Training Officer.

Effective July 1, 2006, the Police Officer assigned as the Department's Training Officer by the Chief or Police or his designee shall receive a stipend of 8.5% of his or her base salary added to the total salary after the computations for all fringe and longevity.

Section 8 - Assignment as Field Training Officer.

Effective July 1, 2008, officers assigned by the Chief or Police or his designee to work with and help train new probationary employees will receive one (1) hour additional pay at the rate of time and one-half for each day the officer is actively involved in such training. This additional pay will continue for the duration of such assignment. The probationary officer must be present and assigned to work with the officer in order for the officer to qualify for this benefit on any given day during the assignment.

ARTICLE VII

HEALTH INSURANCE

Section 1 - Hospitalization for Active Members.

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

Any member of the unit who worked within the Police Department of the Township of Hillside commencing January 1, 1981, shall during their retirement receive the level of health insurance benefits applicable under the collective negotiations agreement governing the date of the member's retirement. At no time will any such

retired member suffer a reduction in the level of health insurance benefits provided in this paragraph.

Section 2 - Hospitalization for Retired Members.

The retired members of the Police Department commencing January 1, 1973, shall receive the same hospitalization plan applicable under the collective negotiations agreement governing the date of the member's retirement. At no time will any such retired member suffer a reduction in the level of hospitalization plan benefits provided in this section.

Section 3 - Dental.

The Township shall continue to provide an 80%-20% Dental Plan for its police personnel and family as defined in the existing Dental Plan.

Section 4 - Prescription.

Effective July 1, 1997, the Township agrees to provide a Prescription Plan with a \$5.00 employee co-payment for generic drugs and a \$10.00 employee co-payment for brand-name drugs, with family coverage for all employees. Effective as soon as practicable following July 1, 2008, the employee co-payments will be increased to \$10.00 for generic drugs and \$15.00 for brand-name drugs. Employees' out-of-pocket prescription drug co-payments shall be eligible for the employees' submission to and reimbursement by Township's major medical carrier, subject to the restrictions of the major medical plan. The Prescription Plan shall permit employees to obtain prescription drugs through mail

order without any employee co-payment, subject to the restrictions of the Prescription Plan.

Section 5 - Premium Contributions

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

Section 6 - IRC § 125 Plan

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

Section 7 - Health Insurance Opt-Out

Employees covered by this Agreement may opt-out of any health insurance coverages provided each such employee is covered by substantially similar insurance coverage. Such employees will be entitled to receive 25% of the then-current value of the premiums

saved by the Township as a direct result of such opt-out. Prorated payments, less usual payroll deductions, will be commence thirty (30) days following the Township's receipt of a written certification that the Employee wishes to opt-out and that s/he has substantially similar insurance coverage. Employees who lose such substantially similar coverage will be entitled to re-enter the Township's insurance plans. Upon the recommencement of coverage under the plan(s), the employees will cease be eligible to receive any payments under this Section 6. The employee requesting such coverage shall be responsible for notifying the Township of the starting date for recommencement of coverage. The Township will not be responsible for any damages incurred by an employee who fails to provide timely notice of the need to recommence coverage. Employees will be responsible for providing required certification of coverage under the federal Health Insurance Portability and Accountability Act, commonly referred to as HIPAA.

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 Police Science at a recognized college or university which is part of a program leading to an Associate Degree in Police Science, shall be entitled hereafter to additional compensation at the rate specified.

Section 2.

To be qualifying under this subsection, the educational program shall be equivalent or substantially similar to the degree program in Police Science offered by Rutgers, the State University of New Jersey, which now requires 66 credit hours of approved courses for such degree. The Mayor and Township Council shall determine whether any degree or course program is equivalent to the program now offered by Rutgers, the State University of New Jersey, 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 Mayor and 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 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	\$ 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 Arts Degree 1,275.00

The Mayor and Township Council shall have the final approval as to the applicability or appropriateness of any such course of instruction.

Section 5.

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

Section 6.

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

Section 7.

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

A. The individual who is in need of specialized training to fill the needs of the department.

B. The officer who has the most seniority and the least amount of training.

C. Officers may attend police courses on their own time even though not assigned by the department and receive credit for them as long as they are recognized courses and are sanctioned by the Police Department. Officers must make arrangements to attend on their own time.

Section 8.

The maximum salary increase that can be obtained under this program is \$1,275.00; however, the non-college courses referred to in Section 4 may be used to establish eligibility for the compensation referred to herein on the basis of fifteen (15) hours of such courses representing the equivalent of one (1) credit hour in a recognized college or university course. Employees may combine college course credits with the non-college course referred to in Section 4, above, subject to the maximum increase set forth above.

Section 9.

The Police Department shall continue its policy of ordering its members to attend specialized schools such as a Breathalyzer Course

for Police Sergeants, Traffic Investigation for Police Department members assigned to the Traffic Division, Narcotic Schools for those assigned narcotic responsibility, Supervision and Administration courses for superior officers along with miscellaneous other schools necessary from time to time.

Section 10.

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

Section 11.

The employee shall have the right to combine college course credits with vocational and technical training credits in order to be eligible for the salary increases as set forth in Sections 1, 2 and 4 of this Article. If the employee desires to combine these two categories, the following criteria will apply:

One (1) college credit is equal to fifteen (15) hours of vocational and technical training. The maximum salary increase that can be obtained by accumulating college, vocational and technical, by a combination of both, or any other method is \$1,225.00.

Section 12.

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

ARTICLE IX

LONGEVITY

All employees of the Hillside Police Department covered by this Agreement shall be entitled to and be paid longevity pay. Longevity pay shall begin on the 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:

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

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

ARTICLE X

FOP ACTIVITY PROTECTED

Section 1.

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No Officer or representative of the FOP shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The employer shall have the right to take disciplinary action,

including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XI

GRIEVANCE PROCEDURE

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of such employee this action is taken by the Township without just cause, or if any employee or group of

employees feels aggrieved concerning the application of this Agreement, subject to the limitations and requirements of N.J.S.A. 11A, and any regulations promulgated thereunder, as amended, adjustment shall be sought as follows:

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

B. If such grievance is not resolved to the satisfaction of the grievant by the Police Chief within 5 working days after such meeting, or if the grievance concerns an action initiated by the governing body, the grievance shall then be forwarded to the Mayor and the Mayor shall arrange to meet with the representatives of the FOP within a reasonable time (not later than 2 weeks) for the purpose of adjusting or resolving such grievance, and a determination shall be tendered within 5 working days after such meeting.

C. If the grievant or his representative is not satisfied with the action of the Mayor as aforesaid, the FOP may submit the grievance to the Public Employment Relations Commission only if the

grievance constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement (excluding terms and conditions of employment governed by statute or administrative regulation incorporated by reference in this Agreement, either expressly or by operation of law). The grievant or his representative may refer the matter to binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) calendar days after the determination by the Mayor. The arbitrator selected pursuant to the procedures of the Public Employment Relations Commission shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and of the United States and decisions of the courts of the State of New Jersey and the United States, and shall be restricted to the questions of contract interpretation presented to him/her. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his/her written decision, the arbitrator shall indicate in detail his/her findings of fact and reasons for making the award. The arbitrator shall be guided by and shall be bound by the rules of the Public Employment Relations Commission. The decision and award of the arbitrator shall be final and binding upon the parties, subject to applicable judicial or administrative proceedings. The costs of the services of the arbitrator shall be borne equally between the Township and the grievant. Any other

expenses including, but not limited to, the presentation of witnesses shall be paid by the party incurring the same.

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

ARTICLE XII

RETIRED EMPLOYEES

Section 1.

Effective January 1, 1987, employees of the Hillside Police Department shall, upon their retirement, receive the same hospitalization and medical plans, dental plan, and prescription coverage in effect at the time of their retirement. Employees of the Hillside Police Department who retired during the period commencing January 1, 1974, and ending December 31, 1986, shall continue to receive the level of hospitalization and medical, dental and prescription coverage, if any, they received as of December 31, 1986.

Section 2.

Effective January 1, 1990, each employee shall accumulate for retirement 10 3/4 hours' pay for every six (6) consecutive months of work without sick time. Time so accumulated shall be considered banked by the Township on the employee's behalf.

Section 3

Upon separation from employment other than by reason of retirement under the Police and Firemen's Retirement System, employees will be entitled to receive their banked time subject to a 25% reduction due to early withdrawal. Employees retiring under the Police and Firemen's Retirement System will not be subject to the 25% reduction.

ARTICLE XIII

ESTATE BENEFITS

Section 1 - Accumulated Estate Benefits.

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

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

Section 2 - Continued Hospitalization for Death in Line of Duty.

- A. Whenever an active employee dies in the line of duty, the Township shall continue hospitalization, dental, and prescription coverage for the employee's spouse and for the employee's minor

children. Continued coverage for a minor child shall terminate when the child reaches eighteen (18) years of age, except in the case of a handicapped child, in which case coverage shall continue until the child's death.

B. The following definitions are applicable to this Section:

1. Death "in the line of duty" shall be limited to deaths which are the direct and immediate result of an injury, other than an injury purposefully self-inflicted, sustained.

2. A "handicapped child" shall be defined as a child who is, or who will be upon reaching eighteen (18) years of age, unable to obtain employment due to severe and profound permanent physical or mental disability. If such a child becomes capable of obtaining employment he or she shall cease to be eligible for continued coverage unless he or she has not yet attained the age of eighteen (18) years, in which case continued coverage shall terminate when he or she attains the age of eighteen (18) years.

ARTICLE XIV

BALLISTIC VESTS

The Township agrees to purchase ballistic vests for all new employees and further agrees to replace ballistic vests on a fair wear-and-tear basis as the latter is determined by the Police Chief.

ARTICLE XV

AGENCY SHOP AND DUES DEDUCTION

Section 1.

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

Section 2.

Any employee in the bargaining unit who does not join the FOP within 30 days from the date of execution of this Agreement, or any new employee who does not join the FOP within 30 days of initial employment with the bargaining unit, and any employee previously employed within the unit who returns and who does not join the FOP within 10 days of re-entry into employment within the unit shall pay a representation fee in lieu of dues to the FOP by payroll deduction. The representation fee shall be in the amount equal to no more than 85% of the regular FOP membership dues, fees, and assessments as certified to the Township by the FOP. The FOP may

revise its certification of the amount of the representation fee upon 50 days' written notice to the Township to reflect changes in the regular FOP membership dues, fees, and assessments. In order for this paragraph to become effective the FOP must provide the Township and to employees referred to above sufficient evidence that it has complied with the statutory requirement of establishing an internal procedure for nonmembers who seek to challenge the appropriateness of the representation fee. The FOP shall comply with Chapter 477 of the Public Laws of 1979 in all respects.

Section 3.

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

ARTICLE XVI

USE OF POLICE CAR

The Township agrees to provide a marked police vehicle as available in the determination of the Police Chief to be used only by off-duty police personnel and the on- or off-duty President and

Vice President or the State Delegate of the FOP to attend the funeral of a New Jersey police officer killed in the line of duty.

ARTICLE XVII

FOP INPUT

The Township shall continue to allow the FOP to provide input into any revision of the rules and regulations of the Police Department. Copies of all new policies, procedures, departmental rules and regulations, and general orders shall be distributed to all employees. A complete set of all written policies, procedures, departmental rules and regulations, and general orders, shall be maintained by the Chief of Police or his designee within the Police Department. Employees shall have the right to inspect such written policies, procedures, departmental rules and regulations, and general orders, and to make copies thereof, upon providing reasonable advance notice to the Chief of Police or his designee.

ARTICLE XVIII

SICK LEAVE

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

ARTICLE XIX

LEAVES OF ABSENCE

The Township agrees to permit a leave of absence without pay for a maximum period of one year as determined by the Mayor and the Township Council and the Police Chief. This leave of absence is to

be reviewed on a quarterly basis by the Mayor and the Township Council and the Police Chief, and the approval of the Mayor and the Township Council and the Police Chief must be obtained at the end of each quarter in order to obtain the maximum leave of one year.

ARTICLE XX

PRIOR PRACTICES

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

ARTICLE XXI

TERMINAL LEAVE

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

Following the completion of 15 years of service with the Township as a member of the Police Department, an employee shall be entitled to the above described terminal leave, however, for all years of service commencing in 1976, the employee's terminal leave entitlement shall be recalculated at the rate of 2.0 days per year.

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

ARTICLE XXII

MANAGEMENT'S RIGHTS

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 Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

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

Section 2.

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

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause, or

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

ARTICLE XXIV

SENIORITY CLAUSE

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

ARTICLE XXV

PERSONNEL FILES

No document or report shall be placed in an officer's personnel file without a true copy being served upon the officer. In the case of derogatory material, the officer shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his

designee, and attached to the file copy.

ARTICLE XXVI

TERM AND RENEWAL

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

ARTICLE XXVII

FULLY-BARGAINED PROVISION

Section 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were, or could have been, the subject of collective negotiations. The parties acknowledge that during negotiations that resulted in this 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 that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Township and the FOP, for the life of this Agreement, each voluntarily and without qualification waives the right to, and each agrees that the other shall not be obligated to,

bargain, or negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 2.

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.

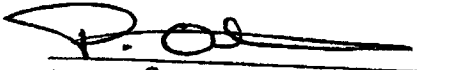
ATTEST:


Township Clerk

TOWNSHIP OF HILLSIDE

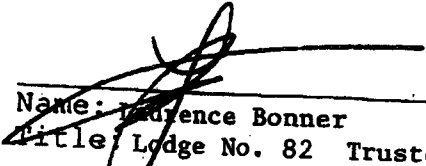

Karen D. McCoy-Oliver
Mayor

ATTEST:


Secretary
Paul DeOliveira

FRATERNAL ORDER OF POLICE
HILLSIDE LODGE NO. 82


Name: Cosimo Tripoli
Title: President


Name: Lawrence Bonner
Title: Lodge No. 82 Trustee

Name: _____
Title: _____

DATED: September __, 2008

SCHEDULE A

POLICE OFFICERS

A. EFFECTIVE JULY 1, 2007 TO JUNE 30, 2008

First Grade	\$76,900
Second Grade	70,651
Third Grade	64,409
Fourth Grade	58,167
Fifth Grade	51,924
Sixth Grade	34,944
Seventh Grade.....	29,573

B. EFFECTIVE JULY 1, 2008 TO JUNE 30, 2009

First Grade	\$83,382
Second Grade	76,606
Third Grade	69,838
Fourth Grade	63,070
Fifth Grade	56,301
Sixth Grade	37,889
Seventh Grade.....	32,066

C. EFFECTIVE JULY 1, 2009 TO JUNE 30, 2010

First Grade	\$86,717
Second Grade	79,670
Third Grade	72,632
Fourth Grade	65,593
Fifth Grade	58,553
Sixth Grade	39,405
Seventh Grade.....	33,349

D. EFFECTIVE JULY 1, 2010 TO JUNE 30, 2011

First Grade	\$90,186
Second Grade	82,857
Third Grade	75,537
Fourth Grade	68,217
Fifth Grade	60,895
Sixth Grade	40,981
Seventh Grade.....	34,683

E. EFFECTIVE JULY 1, 2011 TO JUNE 30, 2012

First Grade	\$94,244
Second Grade	86,586
Third Grade	78,936
Fourth Grade	71,286
Fifth Grade	63,636
Sixth Grade	42,825
Seventh Grade.....	36,243

SCHEDULE B

GRIEVANCE FORM PURSUANT TO ARTICLE XII
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWNSHIP OF HILLSIDE AND
FRATERNAL ORDER OF POLICE, HILLSIDE LODGE NO. 82

STEP I

NATURE OF GRIEVANCE:

DATED:

_____ GRIEVANT

DISPOSITION:

DATED:

Police Chief or Deputy Police Chief

STEP II

I hereby appeal my Grievance to the Mayor.

Dated:

DISPOSITION: _____ GRIEVANT

DATED:

MAYOR

SCHEDULE C

SCHEDULE CHANGE WAIVER FORM

The Township of Hillside ("Township") and Hillside FOP Lodge No. 82 ("FOP") agree that the following work schedule change shall be permitted to be implemented as described pending further mutual agreement of the Township and the FOP and will not be considered to be a violation of the collective bargaining agreement between the Township and the FOP or of any law or regulation:

Describe Schedule Change:

The Township and FOP agree that this agreement applies only to the above described schedule change and does not constitute a waiver of any bargaining rights or managerial prerogatives concerning any future schedule change(s), as to which both parties retain all their legal rights and remedies. This Agreement may be modified only by a written agreement signed by both parties hereto.

TOWNSHIP OF HILLSIDE

HILLSIDE FOP LODGE NO. 82

By: _____

By: _____

Chief of Police

FOP President

DATED: _____

DATED: _____

MEMORANDUM of AGREEMENT
AMENDMENT

The negotiations Committee for the Township of Hillside and For Lodge 82 agree to the following amendments to the December 11, 2007, Memorandum of Agreement; subject to ratification and approval by the Township and the For.

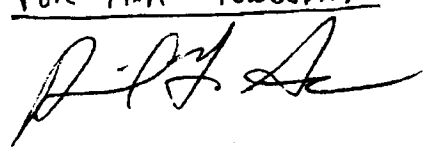
1. Holiday Pay: Effective July 1, 2008, the value of holiday pay shall be included in base salary. The 2007-2008 salary schedule shall be increased by 4.51% (88 ÷ 1950) to be followed by the 2008-2009 salary increase of 3.75%.

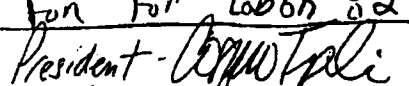


2. Paragraph 5 of the 12-11-2007 MOA shall be amended by adding the following:

"Retirement as defined by PFRS shall not be subject to the 25% reduction."

3. Paragraph 7 of 12-11-2007 MOA shall be deleted.

4. Arbitrator Robert Glasson shall retain jurisdiction.

For TIA Township


For For Lodge 82
President - 
Treasurer - 
Secretary - 
FOPKC

DATE: June 2, 2008

Robert M. Glasson
ROBERT M. GLASSON
ARBITRATOR

MEMORANDUM OF AGREEMENT

The Negotiating Committees for the Tj. of Hillside and Hillside FOP No. 82 agree as follows:

1. Unless expressly modified, the current CBA will remain unchanged.

2. Salary + Increase Schedule A as follows:

2007-08	-	3.00%
2008-09	-	3.75%
2009- 10	-	4.00%
2 0 10-11	-	4.00%
2011-12	-	4.50%

3. Longevity - Modify as follows

5 th Anniv. Date	-	2%
10 th Anniv. Date	-	4%
14 th Anniv. Date	-	8%
18 th Anniv. Date	-	12%
22 nd Anniv. Date	-	14%

Use same other language as appeared in

2000-05 CBA, with exception that above schedule will be used

4. Health Insurance:

Section 1 - Hospitalization - revise language to reflect new plans.

- Increase PPO co-pay to \$15
- All employees hired after June 30, 2008 must join PPO & cannot select traditional plan.

Section 4 - Prescription - Increase co-pays to \$10 generic / \$15 brand name

- Mail Order will remain at \$0 -

Section 5 - Health Insurance Premium Contributions

Effective July 1, 2010, employees will contribute ~~\$10~~ ^{\$15} \$50/mo. toward the cost of their health benefits, such amount to be deducted by payroll deduction in even amounts through the year.

Section 6 - Health Insurance Opt-Out (new)

The parties agree to Township's Proposal of 12/15/07 which is incorporated into this M

2a of 7
RMS
RL

4A. Detective Stipend - change Art. VII, Section
2 by changing "assigned to The Detective
Bureau" in first line to "assigned as
a Detective".

[REST OF PAGE LEFT
- INTENTIONALLY BLANK]

1 of 7
RAB
LL

5. Banked Time - Upon separation, employees will be entitled to receive their banked ~~and~~ ^{and RAB} holiday ~~and~~ ^{and} sick, incentive time subject to a 25% reduction due to early withdrawal.

Contract language to be mutually agreed to.

6. Field Training Officer Stipend - officers

assigned by Police Chief or his designee to ~~work~~ ^{and help train} work with new probationary employees will

receive one (1) hour additional pay per each day the officer is actively involved

in such training at the rate of time and one-half. This additional pay will

continue for the duration of such

assignments. The probationary officer

must be present and assigned to work with the officer in order for the officer to qualify for this benefit on any given day during the assignment.

~~7. Payment of Holiday Pay - The Township will pay accrued and unused holiday pay, which has not been banked, in the second pay period of December each year, commencing in 2005.~~

8. Health Reimbursement Account - The Tp. and the FDP agree to investigate the parameters and details of a health reimbursement account and, if such a benefit is feasible and practicable, to

Sot 7
RWP
ll

implement such benefit as soon as practicable, provided that the Tp. will not be required to contribute any new money, into such account(s) ~~that~~ ^{RWP} ll

9. Use of Schedule Change Waiver - The parties agree that when the Chief wishes to implement a schedule change, he will first notify the FOP of such intent and the parties agree that, if such change is acceptable to both parties, they will utilize a Waiver Agreement which will provide that neither party is giving up any rights or entering into any binding past practice by permitting such schedule change to be implemented. In the

6 of 7
RAB
V

event that the Chief and the FOP cannot reach agreement, both Township and the FOP will reserve to themselves all legal rights and remedies. ^{RAB V} ~~The parties must agree on the form~~

The ~~part~~ parties to this MOA must agree on the form of Waiver Agreement and to new contract language.

10. All other proposals and demands not referred to above are deemed withdrawn.

~~RAB V~~

~~This MOA consists~~

11. The Negotiating Committees for each party agree to recommend the ratification of this MOA, without qualification. This MOA is subject to ratification by the principals of both parties here

7 of 7
RMB
W

12. This MOA constitutes the full and complete agreement of the parties hereto and supersedes any prior or contemporaneous agreement regarding the subject of the Successor CBA. This MOA may only be amended by a written agreement duly executed by both parties.

For the FDP

Antonio Tadi - President
Joe Callegan VP
Christopher Demore
Paul Lewy

For The Township

R. J. [Signature]
Labor Counsel

Dated: December 11, 2007

SIDEBAR AGREEMENT

between

TOWNSHIP OF HILLSIDE

-and-

**HILLSIDE FOP LODGE NO. 82
(Holiday Pay)**

WHEREAS, Hillside FOP Lodge No. 82 ("FOP") and the Township of Hillside ("Township") are parties to a collective bargaining agreement ("Agreement") with a term from July 1, 2005 through June 30, 2007; and

WHEREAS, the Agreement contains the following provisions concerning holiday pay:

ARTICLE V

HOLIDAYS

Section 1.

There shall be eleven (11) paid holidays per year of eight (8) consecutive hours each. If an employee elects to use up a minimum of six (6) and a maximum of eleven (11) of these holidays, this holiday time shall be deducted at the rate of seven (7) hours per holiday used up regardless of the number of hours in the employee's regular working day. In the event the employee does not exercise the above plan, his holiday time shall be deducted as used on an hour-for-hour basis.

Section 2.

Unit members shall be entitled, at their option, to accumulate thirty (30) hours of holiday and/or overtime compensation for purposes of retirement. Upon retirement each employee shall be entitled to payment for same at the then existing rate of pay for time so banked or may elect to utilize same as terminal leave. Effective January 1, 1988, the number of hours of holiday and/or overtime compensation which may be accumulated shall increase to forty (40) hours.

Section 3 - Holiday Incentive Time.

In addition to the above, each employee governed by this Agreement shall receive eight (8) hours of holiday incentive time in the event the employee uses all holiday time accumulated during that year. Each of said employees may take this in time off or shall submit a voucher for payment of the eight (8) hours during the calendar year subject to the approval of the Police Chief which shall not be unreasonably withheld. This benefit may be added to the base salary upon completion of three (3) years of service.

WHEREAS, following good faith negotiations for a successor collective bargaining agreement, and with the assistance of Interest Arbitrator Robert Glasson, on June 2, 2008, the parties executed a Memorandum of Agreement ("MOA") for a successor collective bargaining agreement providing for the holiday pay referenced in Article V to be included into the employees' base pay effective July 1, 2008 with the specific calculation set forth in detail in the MOA; and

WHEREAS, it is the parties' intent that the terms and conditions of ARTICLE V - HOLIDAYS, be maintained in full force and effect during 2007-08; and

WHEREAS, it is the parties' intent that all holiday time and holiday incentive time earned and banked by employees as of July 1, 2008 be maintained in those employees' accounts, notwithstanding that those benefits will be eliminated in the successor collective bargaining agreement; and

NOW THEREFORE, it is hereby agreed on this October 12 day of August, 2008 by and between the FOP and the Township, as follows:

1. The former Article V - HOLIDAYS, shall be considered as if in full force and effect for the period of July 1, 2007 through and including June 30, 2008.
2. Effective July 1, 2008, the holiday pay referenced in Article V of the Agreement will be included into the employees' base pay, as reflected in the Salary Guide attached at Schedule A of the successor collective bargaining agreement. As holiday pay is calculated on a calendar year basis, any employees who used holiday time during the period of January 1 - June 30, 2008 will have an equivalent amount of compensation deducted from their 2008-09 base pay. Effective July 1, 2009, all employees will

be placed on their appropriate step of the Salary Guide attached at Schedule A of the successor collective bargaining agreement.

3. All holiday time and holiday incentive time earned and banked by employees as of July 1, 2008 shall be maintained in those employees' accounts, notwithstanding that those benefits are eliminated in the successor collective bargaining agreement.

4. The parties agree that in view of the inclusion of holiday time in the employees' base salary and the terms and conditions of this Sidebar Agreement, Article V – HOLIDAYS, as well as all other references to holiday pay, are to be deleted from inclusion in the successor collective bargaining agreement.

5. The parties hereto agree that wherever this Sidebar Agreement is in conflict with the Agreement, this Sidebar Agreement shall be considered controlling.

6. This Sidebar Agreement is subject to ratification by the FOP membership and the Township.

7. This Sidebar Agreement sets forth the full and complete agreement regarding the subject covered hereunder and can be modified only by a written agreement signed by all parties hereto.

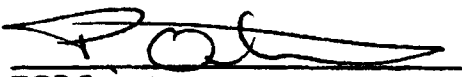
ATTEST:


Township Clerk

TOWNSHIP OF HILLSIDE:


Mayor Karen D. McCoy-Oliver

ATTEST:


FOP Secretary, Paul DeOliveira

**HILLSIDE FRATERNAL ORDER OF POLICE
LODGE 82:**


Cosimo Tripoli, FOP President