

AGREEMENT BETWEEN

THE BOROUGH OF PINE HILL

AND

THE PINE HILL POLICE OFFICER ASSOCIATION

JANUARY 1, 2013 THRU DECEMBER 31, 2016

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ARTICLE I - ASSOCIATION RECOGNITION

SECTION 1. The Borough of Pine Hill ("Borough") hereby recognizes the Pine Hill Police Officer Association, FOP Lodge #56, an affiliate of the /NJ Labor Council, ("Association") as the sole and exclusive negotiation representative for Patrol Officers, Sergeants, Lieutenants and Captains ("Employees") employed by the Borough.

SECTION 2. Specifically excluded from the represented class, referred to above under Section 1 are the Chief of Police and Deputy Chief of Police, as well as any managerial executives, professional craft and clerical employees.

ARTICLE II – MAINTENANCE OF STANDARDS

SECTION 1. The Borough shall not discharge or discriminate in any way against any Employee for membership in any fraternal organization. This activity shall not in any way unreasonably disrupt normal operations of the Police Department, as determined by the Chief of Police.

SECTION 2. This Agreement shall not be changed or amended except by consent of the parties hereto. Any such amendment shall be reduced to writing and duly executed by the parties hereto and shall become effective immediately upon execution.

SECTION 3. It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are sole responsibilities of the Borough. The Borough (Director of Public Safety and the Chief of Police), except as otherwise provided in the Agreement, have the exclusive right to assign, promote or transfer, to determine the amount of overtime to be worked, to relieve Employees from duty because of lack of work or for other legitimate reasons, to decide on the number and location of facilities, to determine the work to be performed,

amount of supervision necessary, equipment, methods and schedules.

SECTION 4. Nothing contained herein shall be construed to deny or restrict the Employees covered by this Agreement of their rights and benefits under N.J.S.A. 40 and N.J.S.A. 40A or any other Federal, State, County or Local laws or ordinances.

ARTICLE III – GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to ensure at the lowest possible level an equitable solution to any dispute which may arise affecting the terms and conditions of employment. Nothing contained herein shall be construed to limit the rights of any Employee, who may have a grievance, to discuss the matter informally with his/her Superior Officer, or to have the grievance settled without the intervention of the Borough Grievance Committee. The term "Grievance" as used herein, shall mean a complaint by any Employee that there has been an inequitable, improper or unjust application interpretation or violation of a section of this Agreement.

In the presentation of a grievance, the aggrieved Employee shall have the right to present his/her own appeal or to designate, at his/her expense, an Association Representative or Counsel to represent him/her.

SECTION 2. The following constitutes the sole and exclusive method for resolving a grievance, which may arise under this Agreement between the parties:

Step 1. An aggrieved Employee shall institute action by placing his/her grievance in writing, signing and delivering it to his/her Superior Officer within fifteen (15) working days of the grievance. Failure of the Employee to act within said fifteen (15) working day period shall be deemed to constitute an abandonment of the grievance. The Superior Officer shall render a decision in writing within fifteen (15)

working days after receipt of the grievance. At onset of the grievance, a written copy shall be presented to the Director of Public Safety if it is of such magnitude that the Borough Grievance Committee may be utilized.

Step 2. In the event a satisfactory settlement has not been reached, the aggrieved Employee shall file a written, signed complaint with the Chief of Police within fifteen (15) working days, following receipt of the determination rendered at Step 1. The Chief of Police shall render his/her decision within fifteen (15) working days after receipt of the complaint.

Step 3. Should the aggrieved Employee disagree with the decision of the Chief of Police, the aggrieved Employee may within fifteen (15) working days of receipt of the decision of the Chief of Police, submit the grievance to the Borough Grievance Committee. The grievance shall be in writing and signed. Within fifteen (15) working days after receipt of the grievance, the Borough Grievance Committee shall render its decision. If no decision is returned by the Borough Grievance Committee after the fifteen (15) day period, the aggrieved Employee shall have grievance decided in his favor, due to the Committee not honoring time frame. The time limits at all stages of the grievance procedure may be extended by agreement of the parties.

Step 4. Should the aggrieved Employee disagree with the decision of the Borough Grievance Committee, then the Association, on behalf of the Employee, may appeal the denial of the grievance to arbitration. Only the Association may process a grievance beyond Step 3 to arbitration.

The Association shall have fifteen (15) working days within which to submit a petition to the Public Employees Commission ("PERC") for appointment of an arbitrator.

An arbitrator shall be designated in accordance with PERC procedures. Nothing herein shall preclude the parties from designating an arbitrator by mutual agreement.

The Arbitrator shall limit him/herself to the issues submitted to him/her and shall neither add nor subtract anything from this Agreement between the parties. The Arbitrator shall submit findings of fact, which shall be binding upon the parties.

The cost of services of the Arbitrator, if any, shall be borne equally by the Borough and the Association.

For purposes of computing response time for the various steps of the grievance procedure, the term "working" days excludes Saturday, Sunday and observed holidays.

ARTICLE IV – VACATIONS

SECTION 1. Annual vacations with pay shall be granted according to the following schedule:

to and including the 364th day of service	40 hours
1 - 5 years of service	80 hours
6 - 10 years of service	120 hours
11 - 15 years of service	160 hours
16 - 20 years of service	200 hours
21 - 25 years of service	240 hours

SECTION 2. Vacations shall only be granted for continuous uninterrupted service from the last date hired.

SECTION 3. Employees covered under this Agreement may have the option to carry up to a total of 80 hours of vacation time into the following year, with the approval of the Chief of Police and the Director of Public Safety. Carryover time in excess of 40 hours must be used by March 31st of the following year. For example, if 60 hours are carried over from 2013 into 2014, 20 of the 60 hours must be used by March 31, 2014.

ARTICLE V - HOLIDAYS

SECTION 1. Employees covered by this Agreement shall receive fifteen (15) paid

Holidays (computed at 8 hours per day) are as follows:

- | | |
|----------------------------------|-------------------------------|
| A. New Year's Day | I. Labor Day |
| B. Martin Luther King's Birthday | J. Columbus Day |
| C. Lincoln's Birthday | K. Veteran's Day |
| D. Washington's Birthday | L. Election Day |
| E. Good Friday | M. Thanksgiving |
| F. Easter Sunday | N. Day After Thanksgiving Day |
| G. Memorial Day | O. Christmas Day |
| H. Independence Day | |

SECTION 2. Payment for holidays shall be at the rate of time and one half pay.

SECTION 3. Employees covered by the terms of this Agreement shall 48 hours of personal time per year. Personal time may be taken in one hour increments.

SECTION 4. Holiday pay shall be paid to employees in their base pay. That portion of the base pay shall not be used in calculating longevity pay or pay increases and/or overtime rates.

ARTICLE VI – LEAVE OF ABSENCE WITH PAY

SECTION 1. In the event of a death in the immediate family, an Employee shall be entitled to a leave of absence with pay from the date of death through the date of burial, not to exceed five (5) working days. (Additional days, if needed, may be granted by the Director of Public Safety.) Immediate family shall be defined as spouse, parents of the Employee or his/her spouse, grandparents of the Employee or his/her spouse, the children, brothers or sisters of the Employee or his/her spouse, or other dependents of the household. For the purposes of this Article, "working days" includes the days that would be worked by the employee as part of his regular work schedule.

SECTION 2. In the event of an emergency in the immediate family, time off with pay may be granted at the discretion of the Chief of Police and the Director of Public Safety for each emergency.

SECTION 3. The provisions of the New Jersey Family Leave Act and the federal Family and Medical Leave Act shall be applicable to leave qualifying for coverage under each of said statutes.

ARTICLE VII – LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. Any Employee desiring a leave of absence without pay from his/her employment for any reason other than Union business, shall request such a leave in writing, stating the reason for the request leave, and must receive permission for the leave in writing from the Chief of Police and the Director of Public Safety. The maximum period of absence during the leave shall be a total of one hundred eighty (180) days and may be extended for a like period of time upon request in writing by the Employee to the Chief of Police and the Director of Public Safety. Seniority shall be retained, but shall not accrue during such a leave. Time on leave shall not be counted in computing service for vacations or other purposes. The Chief of Police and the Director of Public Safety shall have the right to require an Employee returning from a leave of absence to undergo a physical examination by a Borough designated physician prior to Employee's return to duty. Pension payment will not be made for any Employee on leave of absence without pay.

SECTION 2. An employee who fails to return to work promptly upon the expiration of authorized leave, shall be subject to disciplinary action in accordance with Department rules and regulations.

ARTICLE VIII – SERVICE RECORDS

SECTION 1. Each Employee shall be entitled to inspect his/her service record upon request to the Chief of Police. Records shall be available for inspection Monday through Friday, during the hours of 9:00 a.m. and 3:00 p.m.

SECTION 2. Service records will include all records in the Employee's personnel file.

SECTION 3. After inspection of his service record, an Employee may submit a letter of explanation or letter of rebuttal, as may be appropriate.

ARTICLE IX – SICK LEAVE

SECTION 1. Each Employee shall be entitled annually to 144 hours of sick leave.

SECTION 2. Unused sick leave shall be accumulative without limitation from year to year of continuous employment.

SECTION 3. In case of need, Employees shall be entitled up borrow up to 144 hours against future sick leave entitlement after exhaustion of accumulated leave, at the discretion of the Chief of Police. Advanced leave shall be reimbursed to the Borough from future earned accrual, or through cash reimbursement in case of separation from employment.

SECTION 4. Payment for Unused Sick Leave upon Retirement..

a. Sick leave accumulated and unused as of December 31, 2012, shall be capped in value and may be sold back upon retirement in good standing under PFRS at the Employee's daily base rate of pay in effect as of December 31, 2012.

Sick leave used pursuant to subparagraph (c)(3) of this section shall reduce the number of capped sick days available for sell back under this subparagraph (a).

For example, an Employee with \$30,000 worth of sick time as of December 31,

2012 will be paid that amount upon retirement if none of the time is thereafter used. If he/she uses half of the accumulated days under subparagraph (c)(3), he/she will be compensated \$15,000 for the remainder of those days upon retirement. This is separate from days accumulated under subparagraph (b).

b. Sick leave accumulated and unused after December 31, 2012 may only be sold back upon retirement in good standing under PFRS. Payment shall be at 50% of the daily base rate of pay in effect at retirement, subject to an overall cap of \$20,000. The \$20,000 cap applies only to time banked under this subparagraph (b).

c. Sick leave shall be used in the following order: (1) sick leave credited for the current year; (2) sick leave banked after December 31, 2012; and, (3) sick leave banked on or before December 31, 2012.

d. The total combined payout for Employees hired after May 21, 2010 for unused sick leave upon retirement under subparagraphs (a) and (b) above may not exceed \$15,000.

SECTION 5. Employees actively employed as of December 31, 2012 may sell back unused sick leave earned in the current year for calendar years 2013 through 2016 on an annual basis in accordance with the following schedule:

2013 - 120 hours
2014 - 100 hours
2015 - 80 hours
2016 - 60 hours

Payment shall be made the first pay period in February, following the contractual year or upon approval of the Borough budget. The rate for sell back of sick days shall be the rate in effect at the time the sick days were earned.

Employees hired after December 31, 2012 may not sell back sick leave on an annual basis. Employees hired prior to December 31, 2012 may not sell back sick leave on an annual basis after calendar year 2016.

ARTICLE X - UNIFORMS

SECTION 1. Employees will be provided with one thousand five hundred twenty-five dollars (\$1,525.00) for each year of this agreement for the replacement or maintenance of equipment and uniforms, after one (1) full year of service. The allowance shall be paid in combination by check (\$1,000) and voucher (\$525).

SECTION 2. The Borough will replace or repair all uniforms and equipment damaged on duty other than normal wear.

SECTION 3. This service is to take effect after the initial issue of uniforms to an Employee.

SECTION 4. The clothing allowance shall be paid April 15th of contractual year or no later than the subsequent approval of the Borough budget.

SECTION 5. If in the event of any change in the primary uniform requested, required or ordered by the Director of Public Safety, the Employer shall pay the monies initially necessary to implement this change and replace all "outdated" or "outlawed" uniforms or portion of uniforms.

ARTICLE XI – INSURANCE

SECTION 1. The Borough will provide each Employee, with an individual life insurance policy with a payout figure of at least twenty-five thousand dollars (\$25,000.00), payable to the beneficiary of the Employee's choice.

SECTION 2. Commencing in contractual year 1991, the Borough shall also provide a

twenty-five thousand dollar (\$25,000.00) life insurance policy for any new Employee covered under this Agreement, and shall keep same in effect until Employee leaves employment or has been properly vested into the Police and Firemen's pension system, at which time policy shall be eliminated.

ARTICLE XII – MEDICAL/PRESCRIPTION COVERAGE

SECTION 1. The Borough shall provide eligible Employees with the HIF Patriot V Plan, or its equivalent, and the option of a lower cost alternative plan.

The Borough shall also provide a 20/40/60 (2x for mail order) prescription card program with a step therapy cost containment provision. The current prescription program will remain in effect pending implementation of this new program, which shall be implemented as soon as practicable.

Employees shall contribute toward the cost of health coverage in accordance with the requirements of Chapter 78, PL. 2011, the applicable contribution schedule of which is attached hereto as Schedule A.

Employees who waive health care coverages shall not be subject to the contribution requirement for said waived coverage.

SECTION 2. Retiree Health Insurance Benefit. Employees hired prior to December 31, 2009 are eligible for the health care coverage benefit for retirees as described in this Section. Employees hired after December 31, 2009 are not eligible for, and will not receive, this benefit.

Upon retirement in good standing, with at least 25 years service in the PFRS, or upon disability retirement as determined by the PFRS, retiring Employees will be entitled to continued participation in the HIF Patriot V plan and prescription program, or

in such other health insurance coverage and prescription program as may be offered by the Borough to active Employees from time to time, and under the same terms and conditions as are applicable to active Employees.

Employees eligible for retiree coverage shall contribute towards the cost of health care coverage at the applicable contribution rate set forth in Chapter 78, using the retirement allowance as if it was the base salary, or 1.5% of the retirement allowance, whichever is greater. The contribution shall be deducted from the retirement allowance and paid to the Borough.

This contribution requirement does not apply to Employees who had 20 years or more of service in a state or local retirement system as of June 28, 2011 and who otherwise meet the criteria for Borough paid coverage in this Section. Employees meeting this requirement shall be entitled to coverage without a contribution requirement.

SECTION 3. The Borough shall provide reimbursement of up to \$1000.00 per year for each Employee covered by this Agreement, covering member and household for reimbursement of any medical/prescription cost incurred by the Employees for the co-pay/deductible. Receipts shall be turned into the Borough and reimbursement shall be made to the Employee.

SECTION 4. Subject to the contribution required by Chapter 78, the Borough shall continue to provide the above said benefits to the surviving spouse and dependent children of any Employee covered under this Agreement should the Employee die while still in the employ of the Borough. Provisions of this section shall expire if and when the surviving spouse remarries. Should the Employee and spouse predecease the

dependent children, the benefits for the dependent children shall continue.

SECTION 5. The Borough will provide each Employee and dependents covered by the terms of this Agreement with a Dental Service Plan from Bollinger, Inc., or at the discretion of the Borough, it may provide a plan equivalent thereto.

ARTICLE XIII – MEDICAL EXAMINATIONS

SECTION 1. A complete medical examination shall be given for all Employees covered under the terms of this Agreement beginning with the year 1982, and given every year thereafter.

SECTION 2. A physical examination shall consist of a complete physical with blood work and cardiogram. Examinations shall also include an eye examination by an Optometrist.

SECTION 3. Examinations shall be conducted by doctors and/or optometrists of the Employee's own choosing, as long as said doctor is in the Borough's provider network. Employees shall first be required to utilize their insurance coverage for such examinations, with the balance, if any to be reimbursed by voucher.

SECTION 4. The Borough shall cover to the maximum of \$350. the cost of Employee's prescription eyewear, one (1) pair per year. Employees may use up to \$100 of the vision care allowance for protective eyewear in 2014 and 2016, with the remainder of the allowance continuing to be available for the prescribed use. A receipt in a form satisfactory to the Borough will be turned into the Borough Clerk for approval and reimbursement.

ARTICLE XIV – TRAVELING EXPENSES

SECTION 1. All Employees covered by the terms of this Agreement traveling outside of

the Borough on official business at the explicit direction of the Chief of Police, shall be paid for reasonable expenses incurred in such travel. The Borough shall endeavor to provide an automobile for such travel, and when such automobile is not provided, and the Employee is required to use his/her own automobile, he/she shall be reimbursed at the official IRS mileage rate (adjusted annually as of January 1 of each year for the entire year) computed on the basis of actual mileage to and from the Borough and the ultimate destination.

SECTION 2. The definition of reasonable expenses means reimbursement for meals and actual lodging expenses. In order to be reimbursed for any expenses, the Employee must present proof to the chief of Police.

ARTICLE XV – SCHEDULE

SECTION 1. It is understood that Employees covered by the terms of the Agreement must work a rotating schedule. The work schedule may be modified as agreed by the parties.

SECTION 2. During scheduling, each Employee covered by the terms of this Agreement shall work four (4), eight (8) hour days with two (2) days off. Employees covered by the terms of this Agreement shall work five (5) days in a seven (7) day period.

SECTION 3. Each Employee covered by the terms of this Agreement shall rotate equally from one shift to the next.

SECTION 4. Days off shall rotate equally for all Employees covered by the terms of this Agreement.

SECTION 5. It is understood that the above sections of this Article may not be adhered

to in case of emergency.

SECTION 6. At no time under this Agreement shall there be less than two (2)

Employees assigned per shift.

SECTION 7. It is understood that during the course of each year of this Agreement, that each employee covered by the terms of this Agreement, shall attend five (5) training days without any additional compensation. These training days are at the discretion of the Chief of Police and are to be used for training purposes.

Any part of a day shall be considered a whole day.

SECTION 8. Appending of schedules to the contract shall be subject to further discussion and/or clarification between the Chief of Police and the unit.

ARTICLE XVI – WORK WEEK AND OVERTIME PAY

SECTION 1. Employees covered by the terms of this Agreement who work beyond his/her regularly scheduled shift, shall be compensated with overtime pay at the rate of time and one half pay for all overtime hours worked.

SECTION 2. Employees appearing in town court, conference of departmental meetings, shall receive a minimum of four (4) hours overtime pay for the attendance. Employees appearing in out of town court, conferences or departmental meetings, shall receive a minimum of four (4) hours overtime pay for the attendance.

SECTION 3. Overtime pay is to be included in the regular bi-weekly paycheck.

SECTION 4. Any employee covered under this Agreement who is required to return to work during periods other than his regularly scheduled hours, shall be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked.

ARTICLE XVII - WAGES

SECTION 1. Employees employed as of January 1, 2013 shall be entitled to wage increases to base pay as follows: 2013 - 1%, 2014 - 1.5%, 2015 - 1.75% and 2016 - 2.5%. These increases are reflected in Schedule A below.

SCHEDULE A – SALARIES

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Captain	89,609	90,505	91,863	93,470	95,807
Lieutenant	86,657	87,524	88,837	90,392	92,651
Sergeant	82,299	83,122	84,369	85,845	87,991
6 TH Year Ptl.	76,767	77,535	78,698	80,075	82,077
5 th Year Ptl.	71,334	72,047	73,128	74,408	76,268
4 th Year Ptl.	65,901	66,560	67,558	68,740	70,459
3 rd Year Ptl.	60,467	61,072	61,988	63,073	64,650
2 nd Year Ptl.	55,034	55,585	56,418	57,406	58,841
1 st Year Ptl.	49,601	50,097	50,848	51,738	53,032

Employees hired after December 31, 2010, shall be paid in accordance with the following schedule:

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
8 th Year Ptl	76,767	77,535	78,698	80,075	82,077
7 th Year Ptl	66,736	67,403	68,414	69,611	71,351
6 th Year Ptl	61,052	61,662	62,587	63,682	65,274
5 th Year Ptl	55,368	55,921	56,760	57,753	59,197
4 th Year Ptl	49,684	50,180	50,933	51,824	53,120
3 rd Year Ptl	44,000	44,440	45,106	45,895	47,043
2 nd Year Ptl	40,000	40,400	41,006	41,723	42,766
1 st Year Ptl	36,000	36,360	36,905	37,551	38,490

SECTION 2. Employees receiving checks or payments for other benefits other than the normal workweek such as special detail, sale of sick time and uniform, shall be in the form of a separate check.

SCHEDULE B – LONGEVITY SCHEDULE

SECTION 1. Employees employed as of July 31, 2013 are eligible for longevity and shall receive an increase to their annual base salary as follows for the period of this

contract.

6 years to 10 years	\$1,000 + 1.0% of Base Salary
11 years to 15 years	\$1,150 + 1.5% of Base Salary
16 years to 20 years	\$1,300 + 2.0% of Base Salary
21 years to 25 years	\$1,450 + 2.5% of Base Salary

Longevity is capped at a maximum of \$4,000. Employees hired on or after August 1, 2013 are not eligible for longevity.

SECTION 2. Longevity pay is to be paid as a portion of base pay and this portion of the base pay will not be used in calculating pay increases and/or any overtime rate.

SCHEDULE C – DETECTIVE BUREAU

SECTION 1. Any employee covered by the terms of this Agreement who is assigned to the Detective Bureau or carries the status of Detective, shall receive an additional \$1,340.00 in pay per year over his/her base salary.

SECTION 2. Any part of a week is considered to be a full week in compensation.

SECTION 3. Payment shall be bi-weekly in the regular bi-weekly paycheck.

SECTION 4. Compensation under this Article is in addition to the regular pay of the Employee.

SCHEDULE D – OUTSIDE EMPLOYMENT

Rates for outside employment shall be pursuant to the applicable ordinance, which shall reflect a private outside rate of \$65.00. All other rates shall remain the same.

ARTICLE XVIII – COMMUNICABLE DISEASE

Any Employee covered under this Agreement, who shall suffer from a serious communicable disease, shall be treated with a rebuttal presumption that the disease

was contracted on the job. Incident or investigation reports may be used to validate such claims.

ARTICLE XIX – LODGE REPRESENTATIVES AND MEMBERS

SECTION 1. A duly authorized Representative of the Lodge, designated in writing by the Lodge, shall state in writing the purpose of his/her visit, and, except in emergency, at least for (4) hours advance notice be given to the chief of Police. The Representative shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints. Such visits shall not be permitted to interfere with, hamper or obstruct, normal police operations. The Borough shall not be liable for any time lost by the Lodge Representative.

SECTION 2. A leave of absence, with pay, to attend and serve as Delegate to an annual convention of the Fraternal Order of Police may be granted in writing, to no more than four (4) unit Employees during a calendar year, with the extent of the leave limited to five (5) days per Delegate, plus traveling time. Application for leave shall be made in writing to the chief of Police not less than two (2) weeks in advance.

Each Delegate may only attend the Conventions of one Organization.

SECTION 3. Any Lodge Officer shall be given administrative leave to attend State and Local Lodge meetings when required. Such leave shall be granted with pay.

SECTION 4. So as not to discriminate, the term Lodge shall also include other Fraternal Organizations so recognized by the State of New Jersey, such as P.B.A., etc.

ARTICLE XX – RETENTION OF BENEFITS

All the powers, rights, duties, responsibilities, benefits and authority that the parties had prior to the signing of this Agreement, are retained by the parties, except

those, and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey.

ARTICLE XXI – DISCIPLINE

Disciplinary action shall be governed by N.J.S.A. 40A:14-147, et seq. and in accordance with the Rules and Regulations of the Department, as they may be amended from time to time.

Disciplinary hearings shall be conducted by the appointing authority or its designee and shall accord due process rights as required by law.

ARTICLE XXII – AGENCY FEE

Pursuant to N.J.S.A. 34:13A-5.6, the Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and to transmit the fee to the majority representative.

The deduction shall commence for each employee who elects not to become a member of Association during the month following written notice from Association of the amount of the fair-share assessment.

As provided by law, the fair-share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees, and assessments of Association, less the cost of benefits financed through the dues and available only to members of the unit, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

The Association has established and will maintain a "demand and return" system whereby non-member employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" if any, of this fee subject to

refund in accordance with the provision of N.J.S.A.34:13a-5.5. The demand and return system shall also provide that non-member employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings, placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the non-member employee to the state board as established by N.J.S.A. 34:13-5.6. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

The Association shall indemnify, defend, and save the Borough 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 Borough in reliance upon the fair-share assessment information as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of Association and signed by the President advising of such changed deduction.

The Association is required under this Agreement to represent all of the employees in the bargaining unit, and not only the members of the Association.

ARTICLE XXIII – PRORATION OF BENEFITS

All benefits such as vacation, sick leave, personal days and the like are granted in contemplation of continuing employment for the full year. Accordingly, for periods of less than a full year of service, benefits shall be prorated to the period of time worked.

ARTICLE XXIV – SEVERABILITY

SECTION 1. In the event that any provisions of the Agreement between the parties, shall by operation of law or by a court or administrative agency of competent and final

jurisdiction, is ruled to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall continue in full force and effect.


SECTION 2. It is further agreed that in the event any provisions are finally declared to be invalid or unenforceable, the parties shall meet within forty five (45) days of written notice by either party to the other, to negotiate concerning the modification or revision of such clause or clauses.

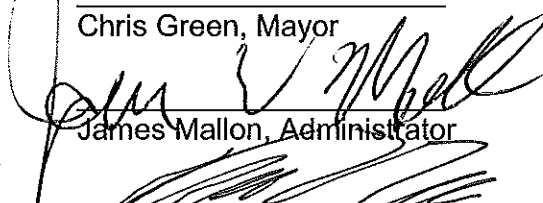
ARTICLE XXV – DURATION OF CONTRACT

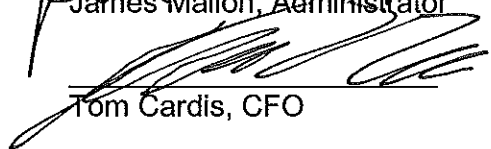
The terms and conditions of this contract shall be effective as of January 1, 2013 and continue through December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed this 9 day of ~~July~~^{August}, 2013.

BOROUGH OF PINE HILL


Chris Green, Mayor


James Mallon, Administrator


Tom Cardis, CFO

PINE HILL POLICE OFFICER
ASSOCIATION, FOP LODGE #56

BY: Robt J. S. 14

BY: [Signature] 32

BY: Jyell #28