

AGREEMENT BETWEEN
THE BOROUGH OF PINE HILL
AND
THE PINE HILL POLICE
BARGAINING COMMITTEE
FOR

JANUARY 1, 2010 THRU DECEMBER 31, 2012

TABLE OF CONTENTS

I	COMMITTEE RECOGNITION	3
II	MAINTENANCE OF STANDARDS	3
III	GRIEVANCE PROCEDURE	4
IV	VACATIONS	6
V	HOLIDAYS	7
VI	LEAVE OF ABSENCE WITH PAY	7
VII	LEAVE OF ABSENCE WITHOUT PAY	8
VIII	SERVICE RECORD	9
IX	SICK LEAVE	9
X	UNIFORMS	11
XI	INSURANCE	11
XII	MEDICAL/PRESCRIPTION COVERAGE	12
XIII	MEDICAL EXAMINATIONS	14
XIV	TRAVEL EXPENSES	15
XV	SCHEDULE	15
XVI	WORK WEEK AND OVERTIME PAY	16
XVII	WAGES	17
XVIII	COMMUNICABLE DISEASE	19
XIX	LODGE REPRESENTATIVES AND MEMBERS	20
XX	RETENTION OF BENEFITS	20
XXI	DISCIPLINE	20
XXII	AGENCY FEE	20
XXIII	SEVERABILITY	22
XXIV	PERIOD OF CONTRACT	23

ARTICLE I - COMMITTEE RECOGNITION

SECTION 1. The Borough hereby recognizes the Pine Hill Police Officer Association FOP Lodge #56, an affiliate of the /NJ Labor Council, ("Association") for Patrolmen, Sergeants, Lieutenants and Captains (herein after referred to as committee as the sole and exclusive negotiating representative and bargaining agent of all Police Officers who are employed by the Division of Police, Department of Public Safety, Borough of Pine Hill, New Jersey (which individuals are herein after referred to as Employees).

SECTION 2. Specifically excluded from the represented class, referred to above under Section 1., are the Chief of the 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 the 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 accordingly. The Borough (Director of Public Safety and the Chief of the 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 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, a Committee, 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 the Police Department 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 the Police Department, the aggrieved Employee may within fifteen (15) working days of receipt of the decision of the Chief of the Police Department, 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	5 days
1 - 5 years of service	10 days
6 - 10 years of service	15 days
11 - 15 years of service	20 days
16 - 20 years of service	25 days
21 - 25 years of service	30 days

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 a total of five (5) days vacation into the coming year, with the approval of the Chief of the Police Department and the Director of Public Safety.

ARTICLE V - HOLIDAYS

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

Holidays 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.

A. Employees covered by the terms of this Agreement shall receive six (6) personal holidays per year.

B. Personal holidays 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 the Police Department 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 the Police Department 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 the Police Department 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 the Police Department 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 the Police of the Department. 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 eighteen (18) days of sick leave.

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

SECTION 3. Employees shall be entitled up to 54 days in addition to accumulative leave in case of need, at the discretion of the Chief of the Police Department.

SECTION 4. Unused sick leave upon retirement: Employees shall be entitled upon retirement in good standing and other vested retirement from the Police and Firemen's Retirement System, to receive a lump sum payment as supplemental compensation for each full day earned and unused accumulated sick leave, which is credited to him on the effective date of his retirement, at the rate being paid immediately prior to retirement.

The supplemental compensation payment to be paid hereunder, shall be computed at the full rate of the eligible Employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the annual compensation received during the last year of his/her employment, prior to the effective date of his/her retirement.

Employees hired after May 21, 2010: Pursuant to statute, and to the extent an Employee hired after May 21, 2010 may be entitled to supplemental compensation for accumulated unused sick leave upon retirement, such total compensation may not exceed \$15,000. and is payable only at the time of retirement based on the leave credited as of the date of retirement.

SECTION 5. Employees covered by the Agreement shall be allowed to sell back, up to a maximum of the first ten (10) sick days granted in each calendar year. 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. Stipulation: If any other Borough Employee receives more than ten (10) sell back days, Employees covered under this

Agreement shall receive the equal amount.

ARTICLE X - UNIFORMS

SECTION 1. All Employees covered by the terms of this Agreement 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 of Pine Hill will provide each Employee covered by this Agreement, 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.



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PINE HILL POLICE DEPARTMENT



Borough of Pine Hill
Camden County, N.J.
www.pinehillpd.com



Kenneth J. Cheeseman
Chief of Police

Memo

To: All Officers
Cc: Deidre Besnick – Finance Office
From: Lt. Christopher Winters
Date: 4/25/2011
Re: \$525.00 voucher / reimbursement per contract

The contract recently ratified includes Article X titled "Uniforms". Section 1 indicates that a check for \$1000.00 will be issued and a voucher for \$525.00 will also be issued. Officers will have the ability to use the voucher system one of two ways, or a combination of both; submit the invoice from one of the approved vendors or pay for the approved uniform/equipment and submit the receipt for reimbursement. The Department will be responsible for tracking the total remaining of the \$525.00. To ensure this process goes as smoothly as possible the following procedure will be followed;

1. If an officer chooses to use one of the approved uniform/equipment vendors (This and That, Public Safety Unlimited or ADS/Lawmen) he/she will;
 - a. submit a copy of the invoice to the Chief or Lieutenant, and
 - b. keep a copy for his/her records and to ensure they do not exceed the \$525.00 limit.
 - c. If the amount of the invoice will exceed the remaining balance of the \$525.00 limit, the officer will;
 - i. pay the invoice, and
 - ii. submit the receipt for reimbursement up to the total remaining balance of the \$525.00 limit.
2. If an officer chooses to purchase equipment from a source other than the approved vendors, he/she will;
 - a. Obtain approval from the Chief or Lieutenant prior to the purchase, and
 - b. pay the invoice and submit in the same manner as listed above.

It is the officer's responsibility to keep track of the remaining balance of the \$525.00 limit. The Department will log the invoices submitted then forward them to the Finance Office for payment / reimbursement. Contact the Chief or myself with any questions.


Lt. Christopher J. Winters

SECTION 2. Commencing in contractual year 1991, the Borough of Pine Hill 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 of Pine Hill shall provide HIF Patriot V Plan with a 90% reimbursement prescription benefit to each Employee covered under this Agreement and their dependents, or at their discretion may provide a plan equivalent thereto. The change shall be effective as of August 15, 2006, or as soon as possible thereafter. (The Patriot V 90% prescription benefit does not require payment of a deductible.)

Pursuant to statute, and effective May 21, 2010, employees shall contribute through payroll deduction 1.5% of their annual pensionable compensation towards the cost of their health care coverage. Employees who waive all health care coverages shall not be subject to the 1.5% contribution requirement.

SECTION 2. Employees hired prior to December 31, 2009 are eligible for the health care coverage benefit for retirees 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 Police and Firemen's Retirement System, or upon disability retirement as determined by the Police and Firemen's Retirement System, retired officers will be entitled to continued participation in the HIF Patriot V plan with a 90% reimbursement prescription benefit, or

in such other health insurance coverage and prescription program as may be offered by the Borough to active officers from time to time, and under the same terms and conditions as are applicable to active officers. For such retired officers (who were hired prior to May 21, 2010), such participation shall be without contribution(s) by such officers.

SECTION 3. The Borough of Pine Hill 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 made to Employee. In further clarification, the 10% prescription co-pay is eligible for reimbursement through the fund, however, the 90% is not, as it is already subject to reimbursement.

SECTION 4. The Borough of Pine Hill 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 employment of the Borough of Pine Hill. 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 of Pine Hill 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.

SECTION 6. In conjunction with the prescription reimbursement program, the Borough

will seek to enter into an agreement with a local pharmacy which will enable participants to obtain prescriptions by paying 10% of the prescription cost, rather than paying 100% and then being reimbursed 90%. The existence or continuation of any such program cannot be guaranteed. Employees utilizing this option are not entitled to prescription reimbursement payments and therefore must endorse and turn in prescription reimbursement checks to the Borough within three work days of receipt of any such check. Employees desiring to use this option shall agree, in writing, that failure to turn in a reimbursement check may result in future loss of this option to the employee, deduction of such amounts from the employee's paycheck and/or subject the employee to disciplinary action. The parties will cooperate in seeking to add additional participating pharmacies.

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. Officers 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 of Pine Hill shall cover to the maximum of \$350. the cost of Employee's prescription eyewear, one (1) pair per year. 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 of Pine Hill 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 the Police Department.

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) officers 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 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. The wages for Employees covered by the terms of this Agreement shall be paid in accordance with Schedule A, which is attached hereto and made a part hereof.

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.

Employees employed as of December 31, 2009 shall be entitled to wage increases to base pay of 1.5% in 2010, 1.5% in 2011 and 1.5% in 2012, as reflected in Schedule A.

SCHEDULE A – SALARIES

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Captain	85,695.28	86,980.70	88,285.41	89,609.70
Lieutenant	82,872.49	84,115.57	85,377.31	86,657.96
Sergeant	78,704.28	79,884.84	81,083.11	82,299.36
6 TH Year Patrolman	73,414.44	74,515.65	75,633.33	76,767.89
5 th Year Patrolman	68,218.48	69,241.75	70,280.38	71,334.58
4 th Year Patrolman	63,022.52	63,967.85	64,927.37	65,901.28
3 rd Year Patrolman	57,826.56	58,693.58	59,574.36	60,467.98
2 nd Year Patrolman	52,630.58	53,420.03	54,221.33	55,034.65
1 st Year Patrolman	47,434.62	48,146.13	48,868.33	49,601.35

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

	<u>2011</u>	<u>2012</u>
8 th Year Patrol	\$73,414	76,767
7 th Year Patrol	\$66,736	66,736
6 th Year Patrol	\$61,052	61,052
5 th Year Patrol	\$55,368	55,368
4 th Year Patrol	\$49,684	49,684
3 rd Year Patrol	\$44,000	44,000
2 nd Year Patrol	\$40,000	40,000
1 st Year Patrol	\$36,000	36,000

SCHEDULE B – LONGEVITY SCHEDULE

SECTION 1. Employees covered by the terms of this Agreement shall receive an increase to their annual base salary as follows for the period of this contract.

0 up to 5 year	\$000.
6 up to 10 years	\$1,000 + 1.0% of Base Salary
11 up to 15 years	\$1,150 + 1.5% of Base Salary
16 up to 20 years	\$1,300 + 2.0% of Base Salary
21 up to 25 years	\$1,450 + 2.5% of Base Salary

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 one thousand forty dollars (\$1,040.00) 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.

ARTICLE XVIII – COMMUNICABLE DISEASE

SECTION 1. 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 the Police Department. 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 the Police Department 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 – 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.

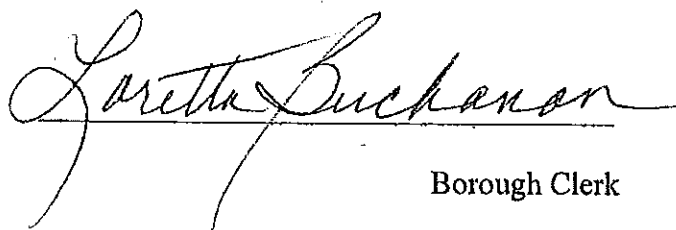
SECTION 2. It is further agreed that in the event any provisions are finally declared to be invalid or unenforceable, the parties shall meet within forty five (45) days of written notice by either party to the other, to negotiate concerning the modification or revision of such clause or clauses.

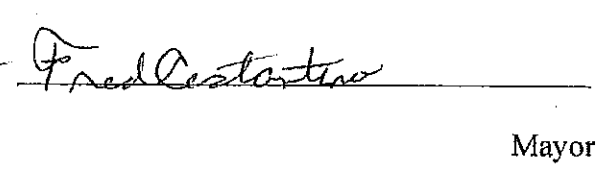
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR HANDS AND
SEALS OR CAUSED THEIR CORPORATE SEAL TO BE AFFIXED THIS
18 DAY OF April, 2011.


ATTEST:

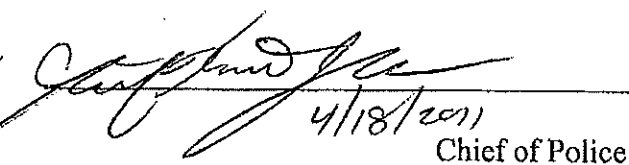
BOROUGH OF PINE HILL


Borough Clerk


Mayor

ATTEST:


Chief of Police


4/18/2011
Chief of Police