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ARTICLE I - COMMITTEE RECOGNITION

SECTION 1. The Borough hereby recognizes the FOP/NJ Labor Council, Inc. 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 dully 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 there to:

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 ten (10) working days of the grievance. Failure of the Employee to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance. The Superior Officer shall render a decision in writing within ten (10) working days after receipt of the grievance. At onset of grievance,

ARTICLE III - GRIEVANCE PROCEDURE (cont'd)

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 ten (10) working days, following receipt of the determination rendered at Step 1. The Chief of the Police Department shall render his/her decision within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) day period, aggrieved Employee shall have grievance decided in his favor, due to the Committee not honoring time frame. Matter may exceed time span if previously agreed to by both parties.

ARTICLE III - GRIEVANCE PROCEDURE (cont'd)

Step 4.

A. Should the aggrieved Employee disagree with the decision of the Borough Grievance Committee, the aggrieved Employee shall have ten (10) working days within which to request the appointment of an Arbitrator.

B. The parties shall agree upon the selection of an Arbitrator within ten (10) working days. If there shall be no agreement, than a joint request shall be made to Public Employees Relation Commission within ten (10) working days to submit a roster of names of individuals qualified as Arbitrators.

C. If the parties are unable to agree upon an Arbitrator from the submitted roster, they shall jointly request the Public Employees Commission to submit a second roster of names.

D. If the parties are unable to agree within ten (10) working days of the initial request for arbitration, upon an Arbitrator from the second submitted roster, either party may request that Public Employees Relation Commission designate an Arbitrator.

E. 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.

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

ARTICLE IV - VACATIONS

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

to and including the 364 day of service.....	5 Days
one year through five years.....	10 Days
six years through ten years.....	15 Days
eleven years through fifteen years.....	20 Days
sixteen years through twenty years.....	25 Days
twenty one years through twenty five years.....	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) day’s vacation into the coming year, with the approval of the Chief of the Police Department and the Director of Public Safety.

SECTION 4. The Borough of Pine Hill and the Chief of Police shall make good faith efforts to schedule vacation time for at least two (2) officers at any one given time. This shall not be construed that the Borough of Pine Hill is relinquishing any of its managerial prerogative rights in this area.

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 | |
| H. Independence Day | O. Christmas 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 four (4) 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) 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.

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.

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 requested 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 a 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 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.

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: All 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.

SECTION 5. Employees covered by this 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 at 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.

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 by 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.

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 Amerihealth \$5/15 PPO Plan and the Amerihealth \$10/20 RX plan in effect on October 15, 2002, to each Employee covered under this Agreement and their dependents, or at their discretion may provide a plan equivalent thereto.

SECTION 2. Effective October 15, 2002 all Employees covered by this agreement, shall contribute ten dollars per week towards the cost of Health Insurance except for employees with single coverage who will contribute five dollars per week. Upon retirement in good standing, with at least 20 years service in the Police and Firemen's Retirement System, or upon disability retirement as determined by the Police and Firemen's Retirement System, the benefits described in Article XII, Medical/Prescription, shall continue without contribution(s) by retired employees.

SECTION 3. The Borough of Pine Hill shall provide reimbursement of up to \$700.00 per year for each Employee covered by this Agreement, covering member and household for reimbursement of any medical/prescription cost incurred by the Employee for the

ARTICLE XII – MEDICAL/PRESCRIPTION COVERAGE (cont'd)

co-pay/deductible. Receipts to be turned into the Borough and reimbursement made to Employee.

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. Provision 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. Effective the signing of this contract any employee covered by this agreement may choose in writing during the open enrollment period to participate in an Optional Health Benefit Program. Participation in this program is totally voluntary and is intended for those employees who are covered by insurance other than the Borough of Pine Hill.

- A. An employee may choose to participate in this program upon proper proof of other coverage.
- B. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and the other coverage is terminated, upon proper verification of termination of other coverage, the Borough will restore the employee in a timely fashion, to coverage under the Borough's Plan so as to insure coverage continues. Where an employee participates in the program for less than one (1) full year; the Borough shall be entitled through payroll deduction, to recoup the pro-rated balance of the incentive paid. The

ARTICLE XII – MEDICAL/PRESCRIPTION COVERAGE (cont'd)

employee shall authorize such payroll deduction, in writing, at the time employee opts to participate in the program.

- C. The incentive shall be paid minus any employee's contribution at the rate of fifty (50%) percent of the cost to the Borough of the insurance coverage opted out of and shall be paid in equal monthly payments and appropriate deductions shall be available to all new employees on their date of enrollment.
- D. Employees may choose to opt out from any of the following or both:
 - a. Major Medical/Prescription
 - b. Dental

SECTION 6. The Borough shall adopt a Cafeteria Plan.

SCHEDULE A - DENTAL SERVICE

SECTION 1. 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.

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 of the Employee's own choosing, as long as said doctor will accept a Borough voucher and his fees stay within the Borough's parameters.

SECTION 4. The Borough of Pine Hill shall cover the full cost of Employee's prescription eyewear, one (1) pair per year. A receipt will be turned into the Borough Clerk for 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 rate of fifteen cents (\$.15) per mile 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 this Agreement must work a rotating schedule.

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. All 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. If, in the Chief of the Police Department's opinion, a safety hazard does exist due to the number of men working, he has the right to switch a man from a different shift that day to remedy the safety hazard.

SECTION 7. At no time under this Agreement shall there be less than two (2) officers assigned per shift.

SECTION 8. 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.

ARTICLE XV – SCHEDULE (cont'd)

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

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 XVI I- 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.

ARTICLE XVII – WAGES (cont'd)

SCHEDULE A – SALARIES

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Captain	62,195.01	65,182.81	67,790.12	70,501.72
Lieutenant	60,130.47	63,035.69	65,557.12	68,179.40
Sergeant	57,562.70	59,865.21	62,259.82	64,750.21
6 th Year Patrolman	53,693.82	55,841.57	58,075.23	60,398.24
5 th Year Patrolman	49,893.60	51,889.34	53,964.91	56,123.51
4 th Year Patrolman	46,093.38	47,937.12	49,854.60	51,848.78
3 rd Year Patrolman	42,293.15	43,984.88	45,744.28	47,574.05
2 nd Year Patrolman	38,492.92	40,032.64	41,633.95	43,299.31
1 st Year Patrolman	34,692.70	36,080.41	37,523.63	39,024.58

ARTICLE XVII – WAGES (cont’d)

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	\$ 000.00
6 up to 10 years	\$1,000.00 + 1% of Base Salary
11 up to 15 years	\$1,150.00 + 1.5% of Base Salary
16 up to 20 years	\$1,300.00 + 2% of Base Salary
21 up to 25 years	\$1,450.00 + 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.

ARTICLE XVII – WAGES (cont'd)

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.

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 four (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

SECTION 1. 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 - SEVERABILITY

SECTION 1. In the event that any provisions of the Agreement between 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 XXII - PERIOD OF CONTRACT

SECTION 1. This contract shall take effect on January 1, 2002 and continue through December 31, 2005.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR HANDS AND SEALS OR CAUSED THEIR CORPORATE SEAL TO BE AFFIXED THIS _____ DAY OF _____, 200__.

ATTEST:

BOROUGH OF PINE HILL

Joan A. Schneebele, Borough Clerk

Leslie Gallagher, Mayor

PINE HILL POLICE
BARGAINING COMMITTEE

By _____

By _____

By _____