

AGREEMENT

between

THE TOWNSHIP of HILLSBOROUGH

and

HILLSBOROUGH TOWNSHIP PBA LOCAL NO. 205

January 1, 2015 through December 31, 2019

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PREAMBLE

This Agreement made and entered into in Hillsborough Township, New Jersey, between the Township of Hillsborough, in the County of Somerset, hereinafter referred to as "Township" and the Hillsborough Township Policemen's Benevolent Association, Local No. 205, hereinafter referred to as the "PBA".

This Agreement shall cover the time period January 1, 2015 through December 31, 2019.

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ARTICLE I
RECOGNITION

- A. The Township hereby recognizes the PBA as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all members of the Hillsborough Township Police Department, excluding the ranks of Chief of Police, Captain, and Division Leaders with the rank of Lieutenant and above.

- B. Unless otherwise indicated by the contents of this contract, the title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.



ARTICLE II

POLICEMEN'S RIGHTS

- A. Pursuant to Chapter 123, P.L. 1974, the Township hereby recognizes that every employee covered by this Agreement shall have the right to freely organize, join and support the PBA for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

- B. There shall be no discrimination, interference, restraint or coercion by the Township and/or the PBA or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA, or because of any lawful activities by such employee on behalf of the PBA. The Township and the PBA shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA and shall not solicit membership in the PBA during working time.

- C. Elected representatives of the PBA shall be permitted time off to attend negotiations sessions and meetings for grievances of any employee having obtained the prior approval of the Chief of Police or his designee, providing that such granting or permission will not affect the efficiency of the Police Department in the judgment of the Chief of Police or his designee. No more than two (2) such representatives shall be granted time off to attend negotiations sessions and grievance meetings at the same time.

- D. The Township agrees to grant the maximum of one (1) day per month off, if needed, to a State Delegate of the PBA to attend the State PBA meeting, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department. The State Delegate shall be allowed to attend, without making up the time, to a maximum of eight (8) days per year. Beyond the eight (8) days, the State



Delegate will be required to make up the time off at a mutually agreed upon time. Attendance at Conventions and Mini-Conventions shall be without loss of pay as specified in N.J.S.A. 40A:14-177. A certificate of attendance shall, upon request, be submitted by the Delegate to the Township.

- E. The employee shall have the right to inspect documents in his personnel history file maintained at Police Headquarters within the period of forty-eight (48) hours after the request is made in writing to the Chief of Police or his designee through the normal chain of command. This inspection of said personnel file shall be done with the Chief of Police, or his designee, present at the time of inspection. The contents of the employee's personnel history file shall not be made public unless required for disciplinary or judicial proceedings. The Township agrees to notify the individual employee if any material derogatory to the employee is placed in his personnel jacket.



ARTICLE III

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State of New Jersey and/or of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. Executive, management and administrative control of the Township government and its properties, facilities and activities of its employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to improve methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
 4. To hire all employees; to promote, transfer, assign and/or retain employees in positions within the Township covered by this Agreement.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.
 6. To lay off employees covered by this Agreement in the event of a lack of funds or under conditions where continuation of work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct, and practices in the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent said specific and express terms hereof are in conformance with the Constitution or Laws of the State of New Jersey and/or the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any of the national, state, county or local law or regulations.
- D. Nothing contained herein shall be construed to deny or restrict the rights granted to the employees pursuant to N.J.S.A. 34:13A-5.3.



ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Work Schedule and Breaks

1. It is agreed that the standard weekly work schedule for employees covered by this Agreement requires continuous service throughout the seven (7) day work week (Monday through Sunday). Patrol officers shall work an average forty (40) hour work week during a ten (10) week period. Patrol Sergeants shall work an average forty (40) hour work week during a two (2) week period.

2. In 2012, employees were paid overtime by the Township for the five (5) minute briefing period. The Township now wishes to eliminate the five (5) minute briefing period and the concurrent overtime, which the PBA agrees to. In consideration for the elimination of the briefing period, each bargaining unit member shall be entitled to an increase in base salary in 2013 of one-half (1/2) of one (1) percent (.50%) and an increase in base salary in 2014 of one-half (1/2) of one (1) percent (.50%). Effective January 1, 2013, said briefing period shall be discontinued and all bargaining unit employees shall report for briefing, in uniform, on the hour that the employee's shift is scheduled to begin. The aforesaid notwithstanding, the PBA and all of its bargaining unit members agree to make no claims for any additional compensation as to the briefing period for the entire duration of its existence. The PBA waives any right that may exist to contest the implemented work schedule attached, including any claim for overtime as a result of either the "12-hour work day" or the utilization of the "average 40-hour work week".

3. Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police.

4. All employees shall be entitled during an eight (8) hour, or ten (10) hour shift to a thirty (30) minute meal break as well as a fifteen (15) minute break for other personal needs. All employees shall be entitled during a twelve (12) hour work day to an additional fifteen (15) minute break over and above those set forth with regard to the eight (8) hour or ten (10) hour work shifts. These breaks, however, will not be taken consecutively nor will they interfere with the efficient operation of the police department. If an employee works four (4) hours overtime, he shall be entitled to an additional thirty (30) minute meal break.

B. Overtime

1. Overtime shall be paid when an officer works beyond his normally scheduled workday or normally scheduled workweek whether said work shift encompasses and eight (8) hour period, ten (10) hour period, or a twelve (12) hour period or whether the workweek exceeds the average forty (40) hour workweek as set forth above. Overtime shall be paid to all employees at an hourly rate of time and one half (1 ½). The hourly rate is to be determined by simply dividing the employee's base salary by 2,080 hours, irrespective of whether or not the year is a leap year.
2. All overtime must be authorized by the Chief of Police, or his designee. If such has been approved, the employee shall submit a completed form to be provided by the Chief of Police, or his designee, for the purposes of obtaining overtime compensation.
3. Payment for overtime shall be included in the salary check due to the employee for the pay period following that pay period in which the overtime was incurred. Consistent with the provisions of Paragraph I below, employees may elect to be compensated for overtime worked in either cash or compensatory time off.

C. All employees covered by this Agreement will be eligible for call-back pay with a minimum of three (3) hours at time and one half (1 ½) the employee's base salary. Such call-back pay will be paid for work performed when an employee is called into work at a time not contiguous to his regular work hours. The Township has the right to require the employee to work the full three (3) hours.

D. All vacation, sick personal and school time will be converted from days to hours.

Example: 3 personal days = 24 hours

15 vacation days = 120 hours

1 week school = 40 hours

Accumulated sick time for retirement purposes shall be calculated and paid on an hourly basis.

E. A Corporal will be allowed to work a Sergeant's overtime as long as no Sergeant can be located who wants to take it. If no Corporal wants the overtime, a Sergeant will be ordered to work. The Department has the right to order a Corporal to work if the overtime cannot be filled by a Sergeant.

F. Flexibility in scheduled hours only if mutually agreeable to officer in the instance of less than thirty (30) days' notice (otherwise dictated by the Chief of Police).

G. Vacation and Personal time:

1 Officer from Day Platoon

1 Officer from Afternoon or Night Platoon

Emergency personal days could still be granted with the Chief's approval.

H. It is acknowledged and understood that situations will occur with this schedule that will require an officer to work overtime in addition to his/her regularly scheduled hours.

I. In the event that an employee who is entitled to overtime pay elects to be compensated with compensatory time, the employee will be credited with 1.5 hours of compensatory time for each hour worked. Extraneous time and/or Grant time are not eligible to count towards compensatory time. The decision to accept monetary compensation or compensatory time will be at the discretion of the employee. Time must be accrued only after the first hour and taken in hour increments, unless approved by the Chief of Police or his designee. Employee may not accumulate more than 120 hours of compensatory time. Once an employee has accrued 120 hours of compensatory time off, any additional overtime shall be paid in cash. Compensatory time, subject to the aforementioned maximum, shall be carried over from year to year. Once an employee elects to exchange overtime pay for compensatory time, there can be no exchange back. All compensatory time must be taken prior to leaving the Police Department, there will be no cash payout at the time of separation except upon termination of employment.

1. It is the responsibility of the supervisor initially approving the use of compensatory time to verify that the employee has earned and has available the compensatory time he/she is requesting to take before approving the request.
2. Scheduling for use of compensatory time shall be on a mutually accepted basis between the Chief and the employee requesting time off. Compensatory time shall not be unreasonably denied, however it must not unduly disrupt the operations of the Department, force overtime, or require another employee to be ordered in to cover minimum shift. No approval shall be granted if a change in tour of duty shall adversely effect the individual's completion of an assignment or general performance of his/her duties. Employee may use compensatory time in conjunction with vacation or personal time. No more than one employee within a scheduled shift may be off for compensatory time, however another employee may be utilizing vacation, personal, or switch time as long as minimum shift is covered and no overtime is created.

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3. Sergeants must ensure Corporals are working in order to take compensatory time. Corporals must ensure Sergeants are working in order to take compensatory time.
4. Employees must request compensatory time in writing two (2) days prior to dated request unless emergency request is otherwise approved by the Chief of Police or his designee.
5. Compensatory time may only be used at the beginning, the end, or the entire scheduled shift, unless approved by the Chief of Police or his designee.
6. Compensatory time will not exceed forty-eight (48) hours in any one pay period unless time is utilized for long term disability or family leave, unless otherwise approved by the Chief of Police or his designee.
7. Employees who must be absent from work due to an approved FMLA absence may choose to use accrued compensatory time before using sick time or vacation time. An employee who must be absent from work due to a personal illness or the illness of covered family member may choose to use accrued compensatory time instead of accrued sick time.
8. It is understood that at the present time and at the time of this Agreement, members of the PBA are working on the Pitman schedule. It is understood that the rate of overtime compensation becomes effective at an hourly threshold lower than that called for in the Fair Labor Standard Act.
9. If the compensatory time results in 3 overtime situations in one calendar year, it is at the Chief's discretion to terminate the program, allowing employees to utilize any accrued compensatory time.

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10. This program is on a 1 year trial basis. This program will be reviewed 01/01/08 by the Chief of Police, and if recommended and approved by the Chief at that time, the compensatory time program will stay in full effect.

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ARTICLE V

SALARY

- A. The Township shall pay each employee at the end of each two (2) week period. Beginning in 2007, annual salary shall be paid on the basis of twenty-six (26) equal pays during the calendar year. In 2014, annual salary shall be paid on the basis of twenty-seven (27) equal pays during the calendar year, such change having no effect on the hourly rate for overtime calculations. For the period from 2015 through 2020, the twenty-six (26) pay period system shall be used. The twenty-seven (27) pay period system shall be used in 2021 and the overall system herein will be repeated every seven (7) years.
- B. Base salary shall be the salary that an employee will receive during each calendar year. Salaries for the employees shall be paid in accordance with the amounts set forth below.
- C. For each calendar year every Police Officer shall receive an additional one-half of one percent (.50%) shift differential, which shall be paid with and deemed part of each officer's base pay during each pay period based upon each officer's current grade, rank, or position.

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SALARY SCHEDULE "A"

(EMPLOYEES HIRED BEFORE 01/01/07)

<u>Title</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>	<u>01/01/18</u>	<u>01/01/19</u>
	1.25%	1.25%	1.25%	1.25%	1.25%
During <u>Sixth Year</u> after Graduation	\$101,791	\$103,572	\$105,385	\$107,229	\$109,106
Corporals	\$106,881	\$108,751	\$110,654	\$112,590	\$114,561
Sergeants	\$117,569	\$119,626	\$121,719	\$123,849	\$126,017



SALARY SCHEDULE "B"

(EMPLOYEES HIRED ON OR AFTER 01/01/07 AND THROUGH 12/31/11)

<u>Title</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>	<u>01/01/18</u>	<u>01/01/19</u>
	1.25%	1.25%	1.25%	1.25%	1.25%
Date of Hire to Graduation of Academy	(See Schedule "C")				
During <u>First year</u> after Graduation	(See Schedule "C")				
During <u>Second Year</u> after Graduation	\$65,360	\$66,504	\$67,668	\$68,852	\$70,057
During <u>Third Year</u> after Graduation	\$72,647	\$73,918	\$75,212	\$76,528	\$77,867
During <u>Fourth Year</u> after Graduation	\$79,933	\$81,332	\$82,755	\$84,203	\$85,677
During <u>Fifth Year</u> after Graduation	\$87,219	\$88,745	\$90,298	\$91,878	\$93,486
During <u>Sixth Year</u> after Graduation	\$94,506	\$96,160	\$97,843	\$99,555	\$101,297
During <u>Seventh Year</u> after Graduation	\$101,791	\$103,572	\$105,385	\$107,229	\$109,106
Corporals	\$106,881	\$108,751	\$110,654	\$112,590	\$114,561
Sergeants	\$117,569	\$119,626	\$121,719	\$123,849	\$126,017



SALARY SCHEDULE "C"

(EMPLOYEES HIRED ON OR AFTER 01/01/12)

<u>Title</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>	<u>01/01/18</u>	<u>01/01/19</u>
	1.25%	1.25%	1.25%	1.25%	1.25%
Date of Hire to Graduation of Academy	\$40,293	\$40,998	\$41,715	\$42,445	\$43,188
During <u>First Year</u> after Graduation	\$46,000	\$46,805	\$47,624	\$48,457	\$49,305
During <u>Second Year</u> after Graduation	\$51,707	\$52,612	\$53,533	\$54,470	\$55,423
During <u>Third Year</u> after Graduation	\$57,414	\$58,419	\$59,441	\$60,481	\$61,539
During <u>Fourth Year</u> after Graduation	\$63,122	\$64,227	\$65,351	\$66,495	\$67,659
During <u>Fifth Year</u> after Graduation	\$68,829	\$70,034	\$71,260	\$72,507	\$73,776
During <u>Sixth Year</u> after Graduation	\$74,536	\$75,840	\$77,167	\$78,517	\$79,891
During <u>Seventh Year</u> after Graduation	\$80,243	\$81,647	\$83,076	\$84,530	\$86,009
During <u>Eighth Year</u> after Graduation	\$85,950	\$87,454	\$88,984	\$90,541	\$92,125
During <u>Ninth Year</u> after Graduation	\$91,657	\$93,261	\$94,893	\$96,554	\$98,244
During <u>Tenth Year</u> after Graduation	\$101,791	\$103,572	\$105,385	\$107,229	\$109,106
Corporals	\$106,881	\$108,751	\$110,654	\$112,590	\$114,561
Sergeants	\$114,006	\$116,001	\$118,031	\$120,097	\$122,199



Detective Pay Schedule

(For Off-Duty Call Hours)

All Detectives who are subject to being on-call shall receive a two percent (2%) differential above their wage posted on the Salary Schedule. The two percent (2%) differential shall be paid on a pro-rated basis, payable in two installments (June 1st and December 2nd), during the time that an officer is assigned to the Detective Bureau.



ARTICLE VI
LONGEVITY PAYMENT

A. All current employees, in addition to their base salary, shall be paid with their base pay during each pay period longevity based on the following scales.

1. For all employees hired prior to January 1, 2012:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years and thereafter	8% of base salary

2. For all employees hired on or after January 1, 2012:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 10 years	2% of base salary
Upon completion of 15 years	4% of base salary
Upon completion of 20 years and thereafter	8% of base salary

B. Each officer's longevity entitlement shall be deemed a part of said officer's base pay for all purposes and shall be included in calculating said officer's overtime rate of pay.



ARTICLE VII

CLOTHING AND EQUIPMENT

- A. The Township agrees to furnish all employees covered under this Agreement all normal operational uniforms and equipment as outlined in the Police Manual. The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty if the Chief of Police deems it necessary, except that any uniforms that are damaged or destroyed due to negligence of the employee shall be repaired or replaced at the employee's expense.

- B. Hardware items such as handguns, if damaged in the line of duty, holsters and belts, handcuffs and cases, nightsticks, nameplates and badges, shall be purchased and supplied by the Police Department and replaced if the Chief of Police deems it necessary, except that any supplied equipment that is damaged or destroyed due to the negligence of the employee shall be repaired or replaced at the employee's expense. (Officers may carry additional equipment approved by the Chief, such as gun, handcuffs, ring holders, etc., at their own expense.)

- C. Clothing and equipment allowances shall be paid in the second pay period in the month of November consistent with schedule below:

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$725.00	\$725.00	\$725.00	\$725.00	\$725.00

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D. Those employees of the Department who are regularly assigned to investigative duties shall be granted an additional clothing allowance annually, as shown in the schedule below, in addition to a cleaning allowance.

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$938.00	\$938.00	\$938.00	\$938.00	\$938.00

- E. All personnel assigned to the Investigative Division must have in their possession while actually working or while assigned as an on-call status a cell phone. This cell phone may be personally owned or supplied by the Department. If the employee chooses to carry a personally-owned cell phone, he is entitled to be reimbursed the annual sum of what the Department pays for the current monthly service charge for the Department cell phone for that year, paid during the second pay period of November.
- F. Any additional phone charges actually incurred by utilizing a personal cell phone for official Department business must be approved by the Chief of Police and will be reimbursed after submitting a copy of the monthly bill outlining the charges and identifying the case or cases associated with the usage.
- G. The Township reserves the right to issue the employee a Department cell phone at any time as opposed to reimbursing for private cell phone usage.
- H. The provisions set forth in Article VII are being eliminated and/or significantly reduced to be more cost-effective and that which is being eliminated should not be reinstated by future Township Committees, unless negotiated accordingly.

ARTICLE VIII

SICK LEAVE

- A. An employee is entitled to one (1) day sick leave for each month of service. Days of sick leave shall be accumulated and used in days, regardless of the hours an employee is scheduled to work on any given work day.

- B. As used in this section, "sick leave" means paid leave that may be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of his position or who is quarantined by a doctor's written instruction because the employee has been exposed to a contagious disease.

- C. Accumulated sick leave shall be reduced in one-eighth (1/8th) day increments for the amount of sick leave used as follows:

	<u>8 Hours</u>	<u>10 Hours</u>	<u>12 Hours</u>
1 Day	8 Hours	10 Hours	12 Hours = 1.0 Day
7/8 Day	7 Hours	8 Hours 45 Minutes	10 Hours 30 Minutes = .875 Day
3/4 Day	6 Hours	7 Hours 30 Minutes	9 Hours = .75 Day
5/8 Day	5 Hours	6 Hours 15 Minutes	7 Hours 30 Minutes = .625 Day
1/2 Day	4 Hours	5 Hours	6 Hours = .5 Day
3/8 Day	3 Hours	3 Hours 45 Minutes	4 Hours 30 Minutes = .375 Day
1/4 Day	2 Hours	2 Hours 30 Minutes	3 Hours = .25 Day
1/8 Day	1 Hour	1 Hour 15 Minutes	1 Hour 30 Minutes = .125 Day

SICK TIME

Twelve (12) Hour Day

1 Minute to 1 ¼ Hours	=	.125 Day	or	1 Hour of an 8 Hour Day
1 ½ Hours to 3 Hours	=	.25 Day	or	2 Hours of an 8 Hour Day
3 Hours to 4 ½ Hours	=	.375 Day	or	3 Hours of an 8 Hour Day
4 ¾ Hours to 6 Hours	=	.5 Day	or	4 Hours of an 8 Hour Day
6 Hours to 7 ½ Hours	=	.625 Day	or	5 Hours of an 8 Hour Day
7 ¾ Hours to 9 Hours	=	.75 Day	or	6 Hours of an 8 Hour Day
9 Hours to 10 ½ Hours	=	.875 Day	or	7 Hours of an 8 Hour Day
10 ¾ Hours to 12 Hours	=	1 Day	or	8 Hours of an 8 Hour Day

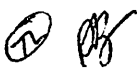
Ten (10) Hour Day

1 Minute to 1 ¼ Hours	=	.125 Day	or	1 Hours of an 8 Hour Day
1 ½ Hours to 2 ½ Hours	=	.25 Day	or	2 Hours of an 8 Hour Day
2 ¾ Hours to 3 ¾ Hours	=	.375 Day	or	3 Hours of an 8 Hour Day
3 ¾ Hours to 5 Hours	=	.5 Day	or	4 Hours of an 8 Hour Day
5 Hours to 6 ¼ Hours	=	.625 Day	or	5 Hours of an 8 Hour Day
6 ¾ Hours to 7 ½ Hours	=	.75 Day	or	6 Hours of an 8 Hour Day
7 ¾ Hours to 8 ½ Hours	=	.875 Day	or	7 Hours of an 8 Hour Day
8 ¾ Hours to 10 Hours	=	1 Day	or	8 Hours of an 8 Hour Day

Eight (8) Hour Day

1 Minute to 1 Hour	=	.125 Day	or	1 Hours of an 8 Hour Day
1 Hour to 2 Hours	=	.25 Day	or	2 Hours of an 8 Hour Day
2 Hours to 3 Hours	=	.375	or	3 Hours of an 8 Hour Day
3 Hours to 4 Hours	=	.5	or	4 Hours of an 8 Hour Day
4 Hours to 5 Hours	=	.625	or	5 Hours of an 8 Hour Day
5 Hours to 6 Hours	=	.75	or	6 Hours of an 8 Hour Day
6 Hours to 7 Hours	=	.875	or	7 Hours of an 8 Hour Day
7 Hours to 8 Hours	=	1 Day	or	8 Hours of an 8 Hour Day

- D. Sick leave shall be accumulated during each employee's tenure. Upon retirement or termination of employment of any employee such accumulated sick leave shall entitle him to receive, in addition to any other compensation due him, a payment based on the rate of one (1) day's compensation at the employee's current salary rate, for each three (3) days' sick leave accumulated. If an employee dies prior to retirement, the accumulated sick leave benefits due him shall be paid to his legal heir.
1. The sick leave benefit shall not exceed \$15,000.00 for any employees hired on or after December 31, 1995 and on or before December 31, 2011 based on a calculation of one (1) days' compensation for each two (2) sick leave days' accumulated.
 2. The sick leave benefit shall not exceed \$7,500.00 or whatever amount the Legislative establishes, whichever is less, for any employee hired on or after January 1, 2012 based on a calculation of one (1) day's compensation for each two (2) sick leave days' accumulated.
- E. Members of the Department who are unable to report for duty shall notify the desk officer by telephone no later than thirty (30) minutes prior to the start of their shift, except in cases of an emergency, upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts. Members of the Department, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement, if confined by a physician.
- F. When an absence due to illness does not exceed two (2) consecutive days, normally the employee's statement to the cause will be accepted without a supporting statement by the attending physician. Any absence due to disability in excess of two (2) consecutive days may, in the discretion of the Chief of Police or his designee, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for



duty before returning to work. In a situation of less than three (3) consecutive days' absence, where the Township has reason to believe a potential abuse, the Township may have the employee examined by the Township physician or require an examination by the employee's physician, at no expense to the employee.

- G. The Township Committee may grant leaves of absence without loss of pay in accordance with the provisions of N.J.S.A. 40A:14-136. Any employee who sustains an injury or illness in the line of duty will be continued without loss of pay for a maximum of one (1) year from the date of the disability or accident, in accordance with N.J.S.A. 40A:14-137. Payments which an employee receives under the provisions of the Worker's Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to full salary payments. Such absences shall not be charged against the employees' accumulated sick leave. Any bargaining unit member out on leave within this section of the Agreement, "G", shall not accumulate any sick leave time during their leave.
- H. Sick leave may be used to care for immediate family, defined as spouse, children or parent residing with the employee. The Chief of Police may require a written statement from the attending physician attesting to the illness.
- I. Members of the Department who are absent in an improper manner shall be subject to disciplinary action being preferred against him.
- J. Members of the Department shall receive a "Good Attendance Bonus" annually of \$100.00 if no sick days are used in one year; \$50.00 shall be paid annually if three (3) or less sick days are used in one (1) year.

TL PB

ARTICLE IX

VACATION

- A. Employees shall be entitled to vacation time based upon the length of time employed as hereinafter provided. All days for current and future employees shall be calculated based on an eight (8) hour day.

- B. An employee shall receive vacation time according to his anniversary date in any calendar year; regardless of when during the year that anniversary falls. If any employee leaves the employ of the Township prior to reaching his anniversary date and has already taken vacation based upon that date, any extra vacation time taken, but not yet earned, will be owed to the Township and his pay will be adjusted accordingly.

- C. In the calendar year of hire, employees will be entitled to one (1) paid vacation day for each month worked after the first two (2) months of service. Employees will be entitled to paid vacation in subsequent calendar years according to the following table:

Anniversary

1 through 5 years, each calendar year	10 Days (80 hours)
5 through 10 years, each calendar year	16 Days (128 hours)
10 through 15 years, each calendar year	23 Days (184 hours)
15 years plus, each calendar year	26 Days (208 hours)

- D. All vacation shall be granted at the base salary rates. Payment for vacation periods, if requested by the employee, may be made on the established pay day of the week prior to the employee starting his vacation.

- E. The Chief of Police shall allot vacation periods in order to assure orderly operations and adequate continuous service, but will grant vacations so far as possible in accordance

① 03

with the desires of the employees in order of their seniority in rank. Employees may take at least ten (10) of their vacation days as single day if they so desire.

- F. Employees shall take vacations at the scheduled time. If an employee is required by the Chief of Police to work during his vacation period in the event of emergency and a mutually acceptable rescheduled vacation period cannot be agreed upon, the employee shall be permitted to carry over to the following year that portion of his vacation which he was unable to take. The unused vacation carry-over, referred to in this section, must be taken during the year of the carry-over or it will be forfeited.

- G. Upon retirement, retirement due to disability, or death, an employee shall be entitled to the unused vacation days he would have normally received during that year. Upon termination of employment for any other reason, an employee shall be entitled to the unused vacation days he would have normally received during that year on a pro-rated basis.

ARTICLE X

HOLIDAYS

A. The following days will be recognized by the Township as holidays under this Agreement:

New Year's Day	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
President's Day	Martin Luther King Day	Christmas Eve
Good Friday	Columbus Day	Christmas Day
Memorial Day	General Election Day	New Year's Eve

B. Employees shall work regular rotational schedules without regard to recognized holidays. In lieu of holiday time off, fifteen (15) days will be paid at straight time in addition to base salary as follows:

1. Holiday pay shall be paid in bi-weekly installments.
2. Holiday compensation shall be adjusted for all holidays falling on or after the individual employee's anniversary date.

C. Effective January 1, 1989, holiday pay shall be applied to the base salary for pension purposes only. The current pay procedures outlined in paragraph B shall be continued unchanged.

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ARTICLE XI

COURT APPEARANCES

- A. An employee required to report to any court in performance of his duties other than in a civil action in which the municipality is not a party, while on his off-duty time, shall be paid for three (3) hours minimum time at his overtime rate of time and one-half (1 ½) for his court appearance and actual time spent beyond three (3) hours.

- B. A member of the Township Police Department shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. They will accept all subpoenas legally served. If a subpoena arises out of Department employment, or if a member of the Department is informed that he is a party to a civil action arising out of his Department employment, he shall immediately notify his Commanding Officer of the service of notification and the testimony he is prepared to give. No employee covered by this Agreement shall volunteer for jury duty.

- C. Effective September 30, 1996, an employee who shall report for any civil court in performance of his duty, while on his off-duty time, shall be paid time and one-half (1 ½) for actual time worked.

TL

ARTICLE XII

PERSONAL LEAVE

- A. All employees covered by this Agreement shall be eligible for three (3) days personal leave, with pay, for personal matters concerning the employee. These days may be taken in conjunction with scheduled days off and long weekends.

- B. Except in cases of emergency, personal leave shall be applied for between seven (7) and sixty (60) days in advance of the date requested. The response from the Chief of Police, or his designee, shall be made within half the time between the date of request and the date requested for the leave. Employees are required to submit said request on a form provided by the Chief of Police. No reason need be stated on this form. Granting of personal leave shall not interfere with the efficient operation of the Police Department, which decision shall be solely within the discretion of the Chief of Police or his designee.

- C. Personal leave shall not be cumulative from year to year.



ARTICLE XIII

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of funeral, but in no event shall said leave exceed four (4) days. The term "immediate family" for purposes of this section shall include only:
1. The employee's spouse, child, parent, brother or sister.
 2. The child, parent, brother or sister of the employee's spouse.
 3. A relative living under the same roof.
- B. A one (1) day bereavement leave shall be allowed for the following non-immediate family:
1. Employee's or spouse's grandparent.
 2. Employee's grandchild, aunt, uncle, niece or nephew.
- C. If any officer is working a twelve (12) hour tour of duty and takes bereavement leave, he shall be entitled to the twelve (12) hours leave. If the officer is working a ten (10) hour tour of duty, then that officer shall be entitled to ten (10) hours leave. If the officer is working an eight (8) hour tour of duty then that officer shall be entitled to eight (8) hours leave in accordance with this bereavement provision.

ARTICLE XIV

HEALTH INSURANCE BENEFITS

- A. The Township shall provide to each member covered under this Agreement, at no cost, full coverage as currently in existence. Coverage shall be extended to the entire family of the employee, including spouse, and all unmarried and unemancipated children, whether naturally borne or adopted and any step-children who have not yet attained the age of 23 years and are actually members of the employee's immediate household. In the event the Township elects to change insurance carriers, the level of benefits shall remain substantially equivalent to those currently in existence and substantially equivalent to those provided under the programs currently offered by the New Jersey State Benefits Plan.

- B. There shall be no limit to the maximum health benefit for employees and covered family members in the Township's EPO (HMO) and in-network POS insurance plans. The maximum health benefits for employees and covered family members in the Township's Traditional and out-of-network POS shall be \$2 million.

- C. The co-pays and deductibles established by the State Health Benefits Coverage (SHBC) shall govern members of the bargaining unit and shall not be grievable.

- D. Full family coverage dental plan shall be guaranteed to continue in effect for each employee, at no cost to the employee. Said plan to be equal to or better than the current "Delta Dental Plan", which was in effect during the 1987 contract year.

- E. Each employee covered under this Agreement will be entitled, upon presentation of appropriate receipts, to a payment of up to twenty-five dollars (\$25.00) per year as coverage for optical care.



F. The Township reserves the right to change insurance carriers and/or self insure so long as substantially equivalent benefits are provided.

G. A voluntary "opt-out" plan for employees with dual coverage shall be established for health and dental insurance.

1. The "opt-out" payment for health insurance shall be limited to twenty-five percent (25%) of the premium reductions or five thousand dollars (\$5,000.00), whichever is less in accordance with P.L. 2010. c. 2 for such voluntary "opt-out". Should any employee's status change during the fiscal year, they shall be given the opportunity to re-enroll during the open enrollment period and to re-enroll immediately if the employee's optional coverage is terminated. Any "opt-out" payments will be pro-rated.

2. The "opt-out" payment for dental insurance shall be twenty-five percent (25%) of the applicable premium for such voluntary "opt-out". Should any employee's status change during the fiscal year, they shall be given the opportunity to re-enroll during the open enrollment period and to re-enroll immediately if the employee's optional coverage is terminated. Any "opt-out" payments will be pro-rated.

H. Members of the bargaining unit, including applicable retirees, shall be governed by all of the provisions of P.L. 2011, c. 78, effective January 1, 2012. If there is a non appealable final judicial decision overturning the statute cited above, or said statute is repealed or otherwise rescinded by both the State Legislature and the Governor, the premium sharing obligations in said statute shall cease immediately.



ARTICLE XV

MILITARY SERVICE

- A. When an employee has been called to active duty or inducted in the military, air or naval force of the United States, he shall be granted an indefinite leave of absence without pay, and his seniority shall continue for the duration of such military service. Such employees must be reinstated without loss of privileges of seniority, provided he receives an honorable discharge and he reports for duty with the Township within sixty (60) days following his honorable discharge from the military service.
- B. When an employee is a member of the National Guard, Air National Guard, or Reserve Unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a maximum military leave of absence of fifteen (15) days and shall be paid by the Township the difference between his Reserve pay and his normal pay providing that his Reserve pay is less than his normal pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

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ARTICLE XVI

LEGAL EXPENSES

- A. If an employee covered hereunder is made a defendant in a lawsuit or other legal proceedings arising out of the performance of Township police duties, except when instituted by the Township, the Township or the insurance carrier will provide the employee with counsel to defend such suit or legal proceedings. Such legal counsel shall be mutually agreeable to the Township and the individual employee, except in those cases where the insurance carrier is appointing the counsel.

- B. Legal counsel, if not appointed by the carrier/JIF, but mutually agreeable to the Township and the individual employee, shall be paid an hourly fee not to exceed the hourly rate received by the Township Attorney.



ARTICLE XVII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable settlement of the problems which may arise affecting the employees' terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate superior of the Department, and having the grievance adjusted without the intervention of the PBA, so long as the PBA has knowledge of the adjustment and is in agreement with same.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application of, or violation of any provisions of this Agreement, and may be raised by an individual officer, group of officers or the PBA on behalf of, and at the request of, an individual or group of individuals, or the Township.

C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

1. An aggrieved employee shall institute action under this provision in writing hereof within thirty (30) calendar days of the occurrence or knowledge of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief or his designee for the purposes of resolving the matter informally. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
2. In any event, the Chief of Police or his designee shall render a decision in writing with reasons for his decision within ten (10) calendar days after the grievance is first presented to him.

STEP TWO:

1. If the grievance is not resolved through Step One, the grievance shall be presented in writing to the Township Police Committee within ten (10) calendar days from the date the Chief or his designee renders a decision. The Township Police Committee shall present a decision with reasons, in writing, within ten (10) calendar days after receipt of the written grievance.

STEP THREE:

1. If the grievance is not resolved through Step Two, the grievant may request a hearing with the Township Committee. The request shall be filed, in writing, with the Township Clerk within ten (10) calendar days of the receipt of the Step Two decision.
2. The Township Clerk shall then arrange a mutually acceptable time for a grievance hearing within fifteen (15) calendar days after the receipt of said

request. The Township Committee shall render a decision within ten (10) calendar days after the said hearing with reasons therein. The Committee shall hear only one (1) grievance on only one (1) issue per hearing. No multiple grievance hearings will be permitted unless by written consent of the Township and the PBA prior to the commencement of the hearing.

STEP FOUR:

1. If the PBA Local 205, is not satisfied with the decision rendered in Step Two and chooses not to submit his grievance to the Township Committee under Step Three, the PBA Local 205, may submit their grievance to an arbitrator, who will be permitted to write a written opinion which shall be final and binding upon the parties. Request for such arbitration shall be made within fourteen (14) calendar days after the determination of the Township Police Committee in Step Two or the Township Committee in Step Three. Arbitrators shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission (PERC). It is agreed that only PBA, Local 205, may submit a grievance to arbitration.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted in his opinion to the application of the facts presented to him involved in the grievance. The arbitrator shall in no way have any authority whatsoever to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto.
3. The costs of the services of the arbitrator shall be borne equally by the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.



4. The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue for arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Township and the PBA prior to the commencement of the arbitration.
- D. Either the Township or the PBA may waive any steps to the grievance procedure, but said waiver can only be done in writing with consent of the other party in question.
- E. Time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any stop in the grievance procedure.

ARTICLE XVIII

EDUCATIONAL ASSISTANCE

- A. All employees shall be eligible to apply for financial assistance for education if the following conditions are present:
1. The course is judged by the Chief of Police or his designated representative to be of value to the individual and to the Township in the position the employee occupies, or to which he might be promoted, or the course is recommended by the Department Head.
 2. There is sufficient evidence to show that the employee is capable of handling the desired training in the normal time allotted for such course.
 3. The course is offered by an approved institution of learning and classes are scheduled during non-working hours.
 4. If the course is part of a program leading to a college degree, the degree must be in a field determined to be relevant to Township employment.
 5. There are sufficient funds in the Township's budget specified for educational assistance.
 6. It is expected that veterans will take advantage of the financial assistance for which they are eligible under the current laws covering education for veterans.
- B. Approval or disapproval of application for financial assistance for education will be given and the amount of reimbursement determined by both the Chief of Police or his designated representative and the Township Committee prior to the beginning of the course.

- C. Upon completion of an approved course, the employee shall submit a copy of his transcript for the course to the Chief of Police for inclusion in his personnel history file.
- D. Regular tuition, books, registration fees and required laboratory fees shall be eligible for reimbursement. The cost of meals, transportation or similar expenses shall not be eligible.
- E. A satisfactory passing grade must be obtained. Only those grades above the grade classified as "Poor" will be considered satisfactory.
- F. Upon presentation of transcript, proof of payment of fees and satisfactory completion, the employee will be reimbursed for up to seventy-five percent (75%) of the allowed cost, less any non-Township reimbursements.
- G. If an employee voluntarily terminates employment within one (1) year after receiving education assistance, then the employee shall be required to reimburse the Township for that assistance.

ARTICLE XIX

MILEAGE FOR ATTENDING SCHOOLS

- A. When attending schools required by the Township, all employees shall receive fifteen cents (15c) per mile for use of their personal vehicle. New employees (one year) attending a live-in school for a duration of one (1) week shall receive fifteen cents (15c) per mile for one round trip per week. Employees should share rides when possible; only employees using their vehicles shall be paid mileage. No mileage will be paid if a Township car is provided. Tolls will also be paid. Mileage shall be calculated round trip from police headquarters to the school and must be approved by the Chief of Police.



ARTICLE XX

NO STRIKE CLAUSE

- A. The PBA and employees covenant and agree that neither the PBA nor any person acting in its behalf will cause, instigate, authorize or support or condone, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment), work stoppage, slow down, walkout or other job action against the Township. The PBA agrees that any such action will constitute a material breach of this Agreement. The Township agrees not to lock out during the duration of this Agreement.

- B. The PBA will actively discourage and will take whatever affirmative verbal steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout or any other job action by its members against the Township.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may entitled to have in law and in equity for injunction or damages or both, in the event of such a breach by the PBA or its members.

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ARTICLE XXI

DISABILITY INSURANCE

- A. The Township will provide each employee with disability insurance equal to fifty percent (50%) of the employee's base salary and payable for a term of six (6) months, subject to a seven (7) day waiting period. The Township shall pay one hundred percent (100%) of the cost of said policy.



ARTICLE XXII

OUTSIDE EMPLOYMENT

- A. An employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not in violation of Federal or State law and that it does not interfere with the efficient operation of the Police Department which decision shall be solely within the discretion of the Chief of Police or designee.
- B. An employee shall be entitled to engage in any lawful activity in obtaining lawful work while off duty.
- C. Off-duty employment shall be defined as that employment which is taken by the police officer and does not involve serving as a Hillsborough Township police officer.
- D. It is understood that the full-time officers covered by this Agreement will consider their position with the Township their primary employment. Any outside employment or activity must not interfere with the officer's efficiency in his position with the Township and must not constitute any conflict of interest with said position.
- E. In accordance with N.J.S.A. 34:15-1, 35:15-12, and 34:15-95, et seq., Workers' Compensation will be covered by State statute. Workers' Compensation shall not be paid to any employee while working in an off-duty occupation.



ARTICLE XXIII

FALSE ARREST INSURANCE

- A. Each officer covered by this Agreement will be covered by false arrest insurance paid for and supplied by the Township. A copy of this policy will be given to the President of the PBA by the Township Clerk.



ARTICLE XXIV

MUTUAL AID

- A. Police officers, while rendering aid to another community at the direction of their superiors, shall be fully covered by Workers' Compensation and liability and pension and all other insurance as provided by State law or Township ordinance or resolution.



ARTICLE XXV

MISCELLANEOUS EXPENSES

- A. The provisions set forth in Article XXV are being eliminated to be more cost-effective and that which is being eliminated should not be reinstated by future Township Committees, unless negotiated accordingly.



ARTICLE XXVI

LEGAL REFERENCES

- A. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and the Police Department rules and the regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained therein, to the extent that they are applicable in the exercise of responsibilities conferred upon them by law.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.



ARTICLE XXVII

SEPARABILITY AND SAVINGS

- A. If any provisions of this Agreement or any application of this Agreement to any employee, or group of employees, is held to be contrary to law, such provisions or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

① PJ

ARTICLE XXVIII

FULLY BARGAINED AGREEMENT

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

- B. This Agreement represents and incorporates the full understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.



ARTICLE XXIX

CORPORAL CLASSIFICATION

- A. The Township agrees to create the position of Corporal.
- B. A minimum of six (6) positions.
 - 1. Four (4) Corporals in the Patrol Division.
 - 2. One (1) Corporal in the Detective Bureau
 - 3. At the discretion of the Chief of Police, one (1) Corporal in either the
Administrative Division or the Services Division
- C. The Corporal, an administrative assignment, will be for a period of one (1) year. A Corporal can be relieved of his duties sooner by the Chief of Police.
- D. Requirements for Eligibility
 - 1. Three (3) years in the Department, not including probation period and exclusive of his period of attendance at the basic police schooling.
 - 2. Evaluation of officer by immediate supervisors (Sergeants).
 - 3. Evaluation of officer by Chief and staff officers.
- E. Overtime
 - 1. Present overtime procedures for Sergeants to be continued.
 - 2. If a Sergeant calls in sick, the Corporal scheduled for work that shift shall fill the open Sergeant's position.

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ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect as of January 1, 2015 through December 31, 2019.

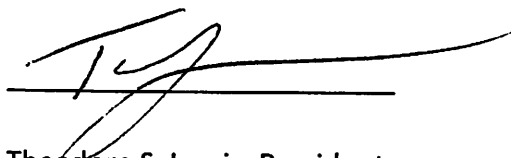
IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested to by the proper corporate officers and the corporate seal affixed and hereunto set their hands and seals on the 13th day of January, 2015.

POLICEMEN'S BENEVOLENT

TOWNSHIP OF HILLSBOROUGH

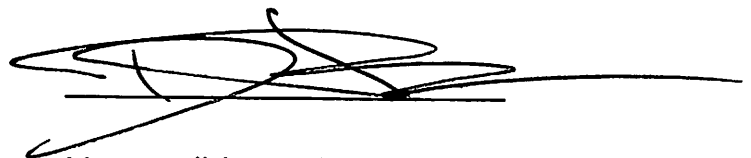
ASSOCIATION-LOCAL No. 205:

COUNTY OF SOMERSET:



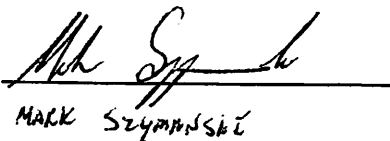
Theodore S. Lewis, President

PBA Local 205



Mayor, Hillsborough Township

ATTEST:



MARK SZYMANSKI

ATTEST:



HILLSBOROUGH TWP.
POLICE WORK SCHEDULE

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
DAY	M	T	W	T	F	S	S																										
SGT	1	D+	D	D	D	D	D	44	160 HRS TOTAL - AVG 40 HRSWK																								
	2	D	N	N+	D	D	D	36																									
	3	N	N	N+	N	N	N	44																									
	4	N	N	N	N	N	N	38																									
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	3	N	N	N	N	N	N	44																									
	4	N	N	N	N+	N	N	36																									
PTLM	1	D	D	D	D	D	D	48	400 HRS TOTAL - AVG 40 HRSWK																								
	2	D	N	N	D	D	D	36																									
	3	N	N	N	N	N	N	48																									
	4	N	N	N	N	N	N	36																									
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	8	N	N	N	N	N	N	48																									
	9	A	A	A	A	A	A	40																									
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D = 7AM - 7PM
 D+ = 7AM - 3PM
 A = 4PM - 12AM
 A+ = 3PM - 11PM
 N = 7PM - 7AM
 N+ = 11PM - 7AM


ADDENDUM

THIS ADDENDUM, made this 14th day of December 2012, by and between PBA LOCAL 205 (hereinafter referred to as "PBA") and the TOWNSHIP OF HILLSBOROUGH (hereinafter referred to as the "Township") amends, revises and supplements Article IV, §A(1) of the collective bargaining agreement between the PBA and the Township regarding a new work schedule for PBA bargaining unit members. The language in Article IV, §A(1) shall be amended to this subsection to read as follows:

"The new patrol schedule will be implemented for a one (1) year trial period starting January 1, 2013 and ending December 31, 2013. During this trial period, the Chief of Police may alter or change the work schedule as needed to meet the organizational and/or operation needs of the Police Department. Within thirty (30) days after the last day of the trial period, the schedule will be reevaluated by the Chief of Police, PBA and the Township Committee. If changes are recommended, the schedule shall be renegotiated between the Township and the PBA. If the requested modifications are not agreed upon by the parties, the patrol schedule format will revert back to the previous patrol schedule implemented within the prior (2007-2011) contract agreement."

All other terms and conditions of the 2012-2014 collective bargaining agreement shall remain in full force and effect. The parties, by their signatures below, do hereby agree to this Addendum and acknowledge, by their signatures below, that their respective constituencies have approved this Addendum.

ATTEST:



Dated: 12/19/12

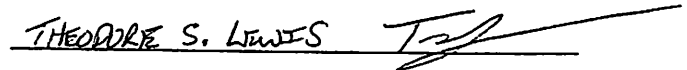
ATTEST:



Pamela Borek, RMC, Township Clerk

Dated: 12/19/12

PBA LOCAL 205:



THEODORE S. LEWIS

Dated: 12/19/12

TOWNSHIP OF HILLSBOROUGH,
a Municipal Corporation



Day Shift

Rank	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Hrs
SGT			7-7	7-7			7-7	7-7	7-7			7-7	7-3		80
CPL			7-7	7-3			7-7	7-7	7-7			7-7	7-7		80
P-1			7-3	7-7			7-7	7-7	7-7			7-7	7-7		80
P-2			7-7	7-3			7-7	7-7	7-7			7-7	7-7		80
P-3			7-7	7-7			7-7	7-7	7-7			7-3	7-7		80
P-4			7-7	7-7			7-7	7-7	7-3			7-7	7-7		80
P-5			6-6	6-6			6-6	6-6	6-6			6-6	7-3		80
P-6			12-12	12-12			4-12	12-12	12-12			12-12	12-12		80
XX															

- ❖ Two week rotation equals out to 80 hrs. for Patrol personnel
- ❖ Each officer has one (1) eight (8) hour shift during the two week period except for Saturday (full shift)
- ❖ Eight (8) hour shifts are staggered to maintain adequate coverage
- ❖ The 6-6 and 12-12 shifts rotates with the respective squad

Time	No. of Officers
6a-7a	5
7a-12p	5
12p-3p	6
3p-6p	7
6p-7p	6
7p-11p	6
11p-12a	7
12a-3a	6
3a-6a	4

Night Shift

Rank	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Hrs
SGT			7-7	7-7			7-7	7-7	7-7			7-7	7-3		80
CPL			7-7	7-3			7-7	7-7	7-7			7-7	7-7		80
P-1			11-7	7-7			7-7	7-7	7-7			7-7	7-7		80
P-2			7-7	11-7			7-7	7-7	7-7			7-7	7-7		80
P-3			7-7	7-7			7-7	7-7	7-7			11-7	7-7		80
P-4			7-7	7-7			7-7	7-7	7-7			7-7	11-7		80
P-5			3-3	3-3			3-3	3-3	7-3			3-3	3-3		80
P-6			3-3	3-3			3-3	7-3	3-3			3-3	3-3		80
XX															

- ❖ Two week rotation equals out to 80 hrs. for Patrol personnel
- ❖ Each officer has one (1) eight (8) hour shift during the two week period
- ❖ Eight (8) hour shifts are staggered to maintain adequate coverage except for Friday Nights (full shift)
- ❖ The 3-3 shifts is overlapped by the day shifts 6-6 and 12-12 shifts

Memorandum of Agreement
Between
Township of Hillsborough
And
Hillsborough PBA Local No. 205

WHEREAS, the Township of Hillsborough (Township) and the Hillsborough Policemen's Benevolent Association, Local No. 205 (Association or PBA) are parties to a collective negotiations agreement governing all sworn police officers below the rank of Lieutenant, the terms of which expired on December 31, 1999; and,

WHEREAS, the Township and the Association have identified an area of mutual concern in need of modification resulting from the filing of a grievance by the Association; and,

WHEREAS, the Township and the Association have discussed and agreed upon the specific area to be modified; and,

WHEREAS, the Township and the Association are desirous of amending and codifying said terms and conditions as are related thereto; now,

THEREFORE, the Township and the Association agree to the following terms and conditions, which shall take effect immediately as follows:

1. The Chief of Police and representative of the PBA have agreed upon a mechanism policy for the scheduling of Vacation and Personal time off, including the interrelationship of time off for Corporals and Sergeants. Said policy is attached hereto (Attachment "A") and shall be considered as part of this Memorandum of Agreement for settlement purposes.
2. The Township and the PBA have negotiated concerning and have agreed upon terms of compensation for the increased duties assigned to Corporals. Said compensation shall be included in the Agreement, which has been heretofore tentatively agreed to by the Parties, pending the ultimate agreement and execution of the terms of the instant agreement.
3. This agreement, coupled with the terms of the aforementioned Agreement represent resolution of all impacts of the attached policy, both positive and negative.

4. The Parties agree that execution of both this Agreement and the Agreement constitutes fulfillment of the Township's obligation under the terms of the arbitration award concerning Corporal duties, AR-99-446.

5. The PBA agrees to withdraw, with prejudice, any pending grievances and/or other actions related directly hereto.

6. The parties agree to submit the following non-economic proposal to PERC to determine whether or not such is a mandatorily negotiable item:

"Future vacation policy modifications may not be implemented by the Chief of Police or designee without negotiations with the PBA absent operational emergency."

If PERC determines this to be non-mandatorily negotiable item, all issues will be resolved and all matters as to vacations will be ended. If PERC determines this to be mandatorily negotiable, the language above will be submitted to an interest arbitration for a single issue determination on the non-economic language in question as to whether it should or should not be added to the collective bargaining agreement.

The parties, by their signatures below, do hereby agree to the terms and conditions herein in their entirety and acknowledge that there are no other promises between the parties, except what is set forth herein. All other terms and conditions, written or understood, that existed prior to these modifications, unless specifically modified herein, shall continue in full force and effect.

Entered into this 13 day of DECEMBER, 2005, as executed and agreed to below:

FOR THE TOWNSHIP

FOR THE ASSOCIATION
PBA, Local #205:

[Signature]
MAYOR

[Signature]
PRESIDENT - THEODORE S. LEWIS

ATTEST:

ATTEST:

[Signature]

[Signature]

**Memorandum of Agreement
Between
Township of Hillsborough
And
Hillsborough PBA Local No. 205**

WHEREAS, the Township of Hillsborough (Township) and the Hillsborough Policemen's Benevolent Association, Local No. 205 (Association or PBA) are parties to a collective negotiations agreement governing all sworn police officers below the rank of Lieutenant, the terms of which expired on December 31, 2003; and,

WHEREAS, the Township and the Association have identified an area of mutual concern under Article XIV-Health Insurance Benefits and a need for clarification of the lifetime maximum per individual under the health benefit plan; and,

WHEREAS, on November 15, 1995, the PBA submitted a written grievance to Police Chief Robert Gazaway acknowledging the Hillsborough Township Committee's vote "to change the form of the Health Insurance Benefits it furnishes its employees" and indicating that the PBA had many outstanding unanswered questions specifically relating to "substantially equivalent" level of benefits; and,

WHEREAS, the grievance was processed and on January 11, 1996, Township Committeewoman, Helen Haines, informed the PBA in writing that "we [the Township] have eliminated the \$2,000,000.00 lifetime cap on the program;" and,

WHEREAS, the elimination of the lifetime cap was to be shown in the health care booklets that were in the process of being completed; and,

WHEREAS, this booklet was issued on or about April 19, 1996; and,

WHEREAS, on October 28, 2005, the PBA received the Township's Benefit Summary where it again showed a \$2,000,000.00 lifetime cap on the program.

THEREFORE, the Township and the Association agree to the terms and conditions as follows:

1. That the January 1, 2004 - December 31, 2006 Collective Bargaining Agreement, recently agreed to may be executed by the parties leaving the above issue open for clarification and resolution.
2. The Township agrees to notice the PBA of their position within sixty (60) days of

executing this document.


3. The parties agree that if the PBA does not agree with the Township's position, that the issue will move to an expedited arbitration.

4. The parties agree that if the PBA agrees with the Township's position, the terms and conditions shall be incorporated into said contract and remain in effect in each successor collective agreement between the parties unless specifically modified or deleted through negotiations.

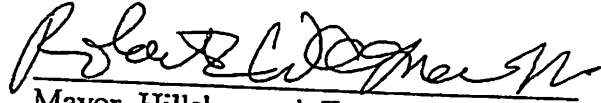
Entered into this 13 day of DECEMBER, 2005, as executed and agreed to Below:

**POLICEMEN'S BENEVOLENT
ASSOCIATION - LOCAL NO. 205:**

**TOWNSHIP OF HILLSBOROUGH
COUNTY OF SOMERSET:**




Theodore S. Lewis, President
PBA Local 205

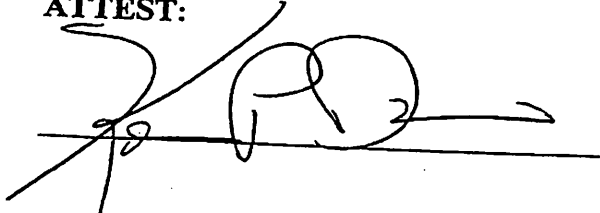


Mayor, Hillsborough Township

ATTEST:



ATTEST:





Township of Hillsborough

COUNTY OF SOMERSET
MUNICIPAL BUILDING
379 SOUTH BRANCH ROAD
HILLSBOROUGH, NEW JERSEY 08844

TELEPHONE
(908) 369-4313

www.hillsborough-nj.org

February 18 2006

Officer Mike McMahon
PBA Grievance Chairman
379 South Branch Road
Hillsborough, NJ 08844

Dear Officer McMahon:

Pursuant to your memo of February 8, 2006, please be advised it is the intention of the Township of Hillsborough to provide self insurance for additional health benefits coverage that exceeds the \$2 million limit on the Township's current re-insurance health benefits policy in the EPO program.

The Township also reserves the right to increase the maximum limit of re-insurance in order to provide continued unlimited coverage for employees and covered family members in the EPO program while employed by the Township.

Very truly yours,

Kevin P. Davis, RMC
Administrator/Township Clerk



Township of Hillsborough

COUNTY OF SOMERSET
MUNICIPAL BUILDING
379 SOUTH BRANCH ROAD
HILLSBOROUGH, NEW JERSEY 08844

TELEPHONE
(908) 369-4313

www.hillsborough-nj.org

January 11, 2006

Officer Mike McMahon, Chairman
PBA Grievance Committee
379 South Branch Road
Hillsborough, NJ 08844

Dear Officer McMahon:

The Hillsborough Township Committee, on January 10, 2006, re-affirmed the Township's intention that there is no limit on the maximum health benefit for employees and covered family members in the Township's EPO and in-network POS health insurance plans.

The Township is contractually obligated to provide health insurance benefits that are "substantially equivalent" to the state health benefits plan.

Research has revealed that the state health benefits plan offers the following limits:

Traditional	\$1 million
POS out of network	\$1 million
POS in network	Unlimited
HMO	Unlimited

Hillsborough Township offered the following limits, according to the attached documents, in 1996:

Traditional	\$2 million
POS out of network	\$2 million
POS in network	Unlimited
EPO	Unlimited

The Township Committee re-affirmed the limits established in 1996, at the January 10, 2006 meeting. The action of the Township Committee should be sufficient for the PBA to withdraw the grievance.

Very truly yours,

Kevin P. Davis, RMC
Administrator/Township Clerk

C: Township Committee
Eric Bernstein, Township Attorney



Township of Hillsborough

COUNTY OF SOMERSET
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RESOLUTION AUTHORIZING EMPLOYEE HEALTH BENEFIT ADJUSTMENTS PURSUANT TO CONTRACTUAL OBLIGATIONS

WHEREAS, the Township of Hillsborough changed from a self funded employee health benefit program to the State Health Benefits Program (SHBP) on November 1, 2007, in order to provide substantial taxpayer savings; and

WHEREAS, in the change-over to the SHBP certain components of employee health benefits that were available in the Township's self funded program are not offered in the SHBP, and some of those components are specifically provided for in the various collective bargaining agreements between the Township and the various collective bargaining units; and

WHEREAS, in order to avoid costly legal challenges through the grievance and/or Public Employee Relations Commission (PERC) process, and to maintain good employee relations and morale, the Township will continue to provide certain components of employee health benefits, as outlined below, in addition to the benefits provided through the SHBP; and

WHEREAS, the Township Administrator and Chief Finance Officer have reported that these benefits were available to employees prior to the change to the SHBP on November 1, 2007 and the potential added cost of the extension of these benefits will have a minimal impact on the overall budget for employee health benefits.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Hillsborough, County of Somerset, State of New Jersey, as follows:

The lifetime health benefits cap for out of network coverage will be \$2 million, with the Township of Hillsborough providing coverage beyond the \$1 million lifetime limit for out of network coverage established in the SHBP.

The Township of Hillsborough will cover the difference between 30% of the cost and the \$10 co-pay for non-emergent provider visits in states not participating in the SHBP, with the provision of proof of payment.

Members who were covered in the CHN EPO Plan C on October 31, 2007 will continue to be eligible for vision care reimbursement in the amount of \$100 per year for contacts or \$70 per year for lenses and frames, with the provision of a proof of payment.

The Township of Hillsborough will reimburse covered members for each emergency room visit the difference between the specific coverage available to the member prior to November 1, 2007 (EPO- \$20 and POS - \$25) and the \$35 cost in the SHBP, with the provision of proof of payment.

All of the above to be effective November 1, 2007.

BE IT FURTHER RESOLVED that the Township's Labor Counsel is directed to prepare a Memorandum of Agreement incorporating this resolution into each bargaining unit's current agreement (PBA Local #205, Hillsborough Township Public Works Employees Association, AFSCME Council # 73, and Hillsborough Township Police Dispatchers, Teamster Local #701), and

BE IT FURTHER RESOLVED that these same benefits are to be extended to all non-union full time employees of the Township.

I, Kevin P. Davis, Township Clerk, hereby certify that the above resolution is a true and correct copy of a resolution adopted by the Township Committee of the Township of Hillsborough at a regular and duly convened meeting held on November 25, 2008.

In witness thereof, I have set my hand and affixed the seal of the Township of Hillsborough this 26th day of November 2008.



A handwritten signature in black ink, appearing to read 'Kevin P. Davis', is written over a horizontal line.