



# Township of Hillsborough

Consideration #1

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

TELEPHONE  
(908) 369-4313

[www.hillsborough-nj.org](http://www.hillsborough-nj.org)

**RESOLUTION APPROVING, AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF HILLSBOROUGH AND THE HILLSBOROUGH PBA LOCAL 205, LIMITING THE CASH PAYMENTS FOR OVERTIME HOURS WORKED BY POLICE OFFICERS THROUGH DECEMBER 31, 2010 AND RESCINDING AUTHORIZATION FOR LAYOFF NOTICES.**

WHEREAS, Hillsborough Township faces significant budget issues in 2010, resulting from hundreds of thousands of dollars in mandated cost increases and the loss of \$261,000 in consolidated municipal aid from the state and the withholding of \$623,000 in energy tax receipts funds due from the state; and

WHEREAS, the Township's Policeman's Benevolent Association, Local 205 (PBA) Collective Bargaining Agreement with the Township covers the period of January 1, 2007 through December 31, 2011; and

WHEREAS, the Township of Hillsborough and the Hillsborough PBA Local 205 have agreed to limit cash payments for overtime during 2010, in order to avoid the need for a reduction in force by layoff.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hillsborough, County of Somerset, State of New Jersey that the attached Memorandum of Agreement (MOA) to Collective Bargaining Agreement between the Township of Hillsborough and the Hillsborough PBA Local 205, limiting the cash payments for overtime hours worked by Police Officers, effective July 14, 2010 through December 31, 2010, and rescinding authorization for layoff notices.

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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 July 13, 2010.

In witness thereof, I have set my hand and affixed the seal of the Township of Hillsborough this 14<sup>th</sup> day of July 2010.

**Memorandum of Agreement**

**Between**

**Township of Hillsborough**

**And**

**Hillsborough PBA Local No. 205**

**WHEREAS**, the Township of Hillsborough (Township) and the Hillsborough Policeman's Benevolent Association, Local No. 205 (PBA) are parties to a collective negotiations agreement covering the period of January 1, 2007 through December 31, 2011; and,

**WHEREAS**, the Township and the PBA have identified an area of this agreement that will be modified, and,

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

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

**THEREFORE**, the Township and the PBA agree to the following terms and conditions for ARTICLE IV, HOURS of WORK and OVERTIME, *paragraph 1 (p.9)*, Compensatory Time:

1. Both parties agree that, starting immediately and ending on December 31, 2010, the compensatory time off bank, which allows for the maximum accumulation of 120 compensatory hours may be exceeded by a member of the bargaining unit at the discretion of the Chief of Police in consultation with the Township Committee or designee and reduced to writing thereafter. Any officer who may have been permitted more than 120 hours of compensatory time as of January 1, 2011 shall be paid for all subsequent overtime work in cash until his/her compensatory time accrual falls under the 120 hour maximum cap.

2. The PBA agrees that once the Police Department has reached the amount of \$75,000 (paid and/or authorized to be paid) from its 2010 overtime budget, the officers will only be compensated with compensatory time off. Only at the discretion of the Township Committee or designee can an officer be compensated in cash for overtime payments once the \$75,000 maximum cash limit has been reached.

3. The Police Department's management staff will keep record of the overtime budget and, when the agreed amount has been reached, the officers will be advised that all overtime relating to the Police Department's operations will only be taken in compensatory time off.

4. All other section concerning compensatory time will remain as listed in the agreement without modification.

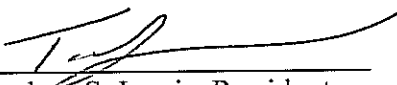
5. Both parties also agree that if any police officers are laid off from their employment with the Township during the term of this Memorandum of Agreement, the Agreement shall become null and void and the current collective bargaining agreement provisions on this issue shall be put back in place, without the loss of any compensatory time which may have been approved by the Township and accrued by officers that have reached the 120 hour limit.

6. The term and provisions of this Memorandum shall cease on December 31, 2010.

The parties, by their signatures below, do hereby agree to the terms and condition herein in their entirety and acknowledge there are no other promises between the two (2) parties, except what is set forth herein. All other terms and conditions written and/or understood, that existed prior to these modifications, unless specifically modified herein, shall continue in full force and effect.

Entered into this 14<sup>th</sup> day of July, 2010, as executed and agreed to below:


**Policeman's Benevolent  
Association Local No. 205:**

  
\_\_\_\_\_  
Theodore S. Lewis, President  
PBA Local No. 205

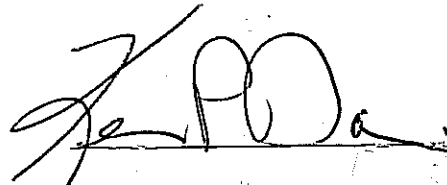
**ATTEST:**

\_\_\_\_\_

**Township of Hillsborough  
County of Somerset:**

  
\_\_\_\_\_  
Frank Delcore, Mayor  
Hillsborough Township

**ATTEST:**

  
\_\_\_\_\_

**AGREEMENT**

**between**

**THE TOWNSHIP OF HILLSBOROUGH**

**and**

**HILLSBOROUGH TOWNSHIP PBA LOCAL NO. 205**

**January 1, 2007 through December 31, 2011**

**Prepared by:**

**David J. De Fillippo, Esq.  
Klatsky Sciarrabone & De Fillippo  
320 Broad Street  
P.O. Box 8891  
Red Bank, New Jersey 07701  
(732) 741-3200  
(732) 758-0799 (fax)  
Attorneys for Hillsborough Township PBA Local No. 205**

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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, 2007 through December 31, 2011.

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 purposes 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 employees 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 upon reasonable notice 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. Employees shall report for briefing, in uniform, five (5) minutes before the hour that the employee's shift is scheduled to begin. It is understood and agreed that said briefing period not be considered part of the forty (40) hour work week and is performed by the employee without pay. The aforesaid notwithstanding, the PBA agrees not to file with the P.E.R.C. nor make any claim for overtime resulting the prior "7-day work schedule". The PBA further 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 utilization of the "average 40-hour work week".

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

3. All employees shall be entitled during an eight (8), 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) 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 work day or normally scheduled workweek whether said work shift encompasses an 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 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 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 then 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.
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 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 or his designee.
6. Compensatory time will not exceed 48 hours in any one pay period unless time is utilized for long term disability or family leave, unless otherwise approved by the Chief 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 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.
10. This program is on a 1 year trial basis. This program will be reviewed 1/1/08 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.



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 (.5%) 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.

Salary Schedule "A"

For all employees hired before January 1, 2007:

<u>Title</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	3.75%	3.75%	3.75%	3.75%	3.75%
Date of hire to Graduating Academy	See Schedule B				
During first year after Graduation	See Schedule B				
During second year after Graduation	\$65,125	\$67,893	\$70,778	\$73,786	\$76,922
During third year after Graduation	\$68,778	\$71,701	\$74,748	\$77,925	\$81,237
During fourth year after Graduation	\$72,428	\$75,506	\$78,715	\$82,060	\$85,548
During fifth year after Graduation	\$76,079	\$79,312	\$82,683	\$86,197	\$89,860
During sixth year after Graduation	\$79,528	\$82,908	\$86,432	\$90,105	\$93,935
Corporals	\$83,505	\$87,054	\$90,754	\$94,611	\$98,632
Sergeants	\$91,856	\$95,760	\$99,829	\$104,072	\$108,495

### Salary Schedule "B"

For all employees hired on or after January 1, 2007:

<u>Title</u>	<u>2007</u> 3.75%	<u>2008</u> 3.75%	<u>2009</u> 3.75%	<u>2010</u> 3.75%	<u>2011</u> 3.75%
Date of hire to Graduating Academy	\$34,778	\$34,778	\$36,256	\$37,797	\$39,403
During first year after Graduation	\$41,695	\$43,467	\$45,314	\$47,240	\$49,248
During second year after Graduation	\$50,679	\$52,833	\$55,078	\$57,419	\$59,859
During third year after Graduation	\$56,449	\$58,848	\$61,349	\$63,956	\$66,675
During fourth year after Graduation	\$62,219	\$64,863	\$67,620	\$70,494	\$73,490
During fifth year after Graduation	\$67,989	\$70,879	\$73,891	\$77,031	\$80,305
During sixth year after Graduation	\$73,759	\$76,894	\$80,162	\$83,569	\$87,121
During seventh year after Graduation	\$79,528	\$82,908	\$86,432	\$90,105	\$93,935
Corporals	\$83,505	\$87,054	\$90,754	\$94,611	\$98,632
Sergeants	\$91,856	\$95,760	\$99,829	\$104,072	\$108,495

### 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 1<sup>st</sup> and December 2<sup>nd</sup>), 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 scale:

<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

**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 increased by 4.25% each year, consistent with the schedule below, and paid in the second pay period in November:

2007	\$1,228
2008	\$1,280
2009	\$1,335
2010	\$1,391
2011	\$1,450

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.

2007	\$794
2008	\$828
2009	\$863
2010	\$900
2011	\$938

E. All employees assigned to the uniform division of the Police Department shall be paid annually, as shown in the Schedule below, for the purchase of new shoes:

2007	\$213
2008	\$222
2009	\$231
2010	\$241
2011	\$251

F. 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 service for that year, paid during the second pay period of November.

Any additional phone charges actually incurred by utilizing a personal cell phone for official Departmental business must be approved by the Police Chief 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.

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.

## ARTICLE VIII

### SICK LEAVE

- A. An employee is entitled to one (1) day sick leave for each month of service.
- 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 unused sick leave shall be reduced by the amount of actual sick leave used calculated in one (1) hour increments.
- 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.
- E.
  - 1. Members of the Department who are unable to report for duty shall notify the desk officer by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.
  - 2. 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.
  - 1. When an absence due to illness does not exceed two (2) consecutive days, normally the employee's statement of 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.

2. 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.
- 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 if no sick days are used in one year, \$50 shall be paid annually if three (3) or less sick days are used in one (1) year.

ARTICLE IX

VACATION

- A. Employees shall be entitled to vacation time based upon the length of time employed as hereinafter provided.
- 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
5 years to 10 years each calendar year	16
10 years to 15 years each calendar year	23
15 years plus each calendar year	26

- 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 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	Veterans' Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Washington's Birthday	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. If a holiday is declared by the President of the United States, employees shall be entitled to such holiday in addition to those listed in this Agreement. In lieu of holiday time off, payment for the designated holiday will be included in the final pay period of the year at a rate of straight time.

D. If a special holiday is declared by resolution, not covered by this or any other contract agreements, by the Mayor and the Township Committee, employees shall be entitled to such holiday in addition to those listed in this Agreement. In lieu of holiday time off, payment for the designated day will be included in the final pay period of the year at a rate of straight time.

E. 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.

## 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.

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, 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. 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 employees 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 following programs currently offered by the New Jersey State Benefits Plan:

1. Hospital Insurance Plan of New Jersey (New Jersey Blue Cross Plan including Rider J)
2. Medical-Surgical Plan of New Jersey (New Jersey Blue Shield Plan)
3. The Prudential Insurance Company of New Jersey (Major Medical Insurance)
4. Employees will be responsible for the following co-payments:

**HMO (EPO)**

Doctor visits:	\$10.00
Prescriptions:	\$5.00 for generic drugs \$10.00 for brand named drugs
Emergency room:	\$20.00 in-network \$30.00 out of network

**POINT OF SERVICE**

Doctor visits:	\$15.00
Prescriptions:	RX plan discount then 10% co-pay
Emergency Room:	\$25.00
Out of Network Deductible:	\$125.00 Single \$300.00 Family

**TRADITIONAL**

Doctor visits:	deductibles may apply
Prescriptions:	RX plan discount then 20% co-pay
Out of Network Deductible:	\$125.00 Single \$300.00 Family

- 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 benefit for employees and covered family members in the Township's Traditional and out-of-network POS shall be \$2 million.
- C. 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.
- D. 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.
- E. The Township reserves the right to change insurance carriers and/or self-insure so long as substantially equivalent benefits are provided.
- F. A voluntary "opt-out" plan for employees with dual coverage shall be established for health and dental insurance with the employees receiving twenty five percent (25%) of the applicable premium for such voluntary opt-out. Should any employees 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.

ARTICLE XV  
MILITARY SERVICE

- A. When an employee has been called to active duty or inducted in the military, air or naval forces 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 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 is normal pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.



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.

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 step 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 educational 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 (15¢) 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 (15¢) 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 be 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.



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  
PUNITIVE DAMAGES

- 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

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. All employees of the Department shall be granted a Miscellaneous

Expense as follows:

2007	\$342
2008	\$357
2009	\$372
2010	\$388
2011	\$404

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.

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. One (1) Corporal in the Juvenile Bureau.
- 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 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.

**ARTICLE XXX**

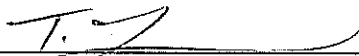
**DURATION OF AGREEMENT**

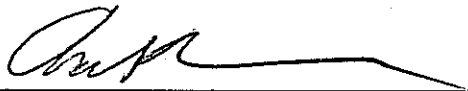
This Agreement shall continue in full force and effect as of January 1, 2007  
through December 31, 2011.

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 this 27<sup>th</sup> day of February, 2007

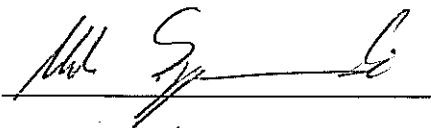
**POLICEMEN'S BENEVOLENT  
ASSOCIATION-LOCAL No. 205:**

**TOWNSHIP OF HILLSBOROUGH  
COUNTY OF SOMERSET:**

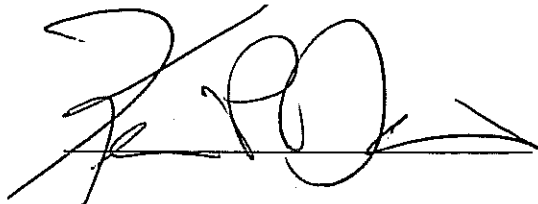
  
Theodore S. Lewis, President  
PBA Local 205

  
Mayor, Hillsborough Township

ATTEST:



ATTEST:



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	44	HOURS PER WEEK																					
	2	D	-	D	D	-	-	-	36	160 HRS TOTAL - AVG 40 HRS/WK																					
	3	-	N	N+	-	-	N	N	44																						
	4	N	-	-	N	-	-	-	36																						
CPL	1	-	D	D	-	-	D	D	44	160 HRS TOTAL - AVG 40 HRS/WK																					
	2	D	-	D+	D	-	-	-	36																						
	3	-	N	N	-	-	N	N	44																						
	4	N	-	-	N+	-	-	-	36																						
PTLM	1	-	D	D	-	-	D	D	48	400 HRS TOTAL - AVG 40 HRS/WK																					
	2	D	-	D	D	-	-	-	36																						
	3	-	N	N	-	-	N	N	48																						
	4	N	-	-	N	-	-	-	36																						
	5	-	D	D	-	-	D	D	48																						
	6	D	-	D	D	-	-	-	36																						
	7	-	N	N	-	-	N	N	48																						
	8	N	-	-	N	-	-	-	36																						
	9	A	A	A	-	-	A	A	40																						
	10	A	-	-	A	-	-	-	24																						

D = 7AM - 7PM  
D+ = 7AM - 3PM  
A = 4PM - 12AM  
A+ = 3PM - 11PM  
N = 7PM - 7AM  
N+ = 11PM - 7AM

**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:

[Signature]

ATTEST:

[Signature]

<u>SQUAD A</u>	
<u>Shift 1</u>	<u>Shift 2</u>
Sgt.	Sgt.
Cpl.	Cpl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Training Sergeant	
(17)	

<u>SQUAD B</u>	
<u>Shift 1</u>	<u>Shift 2</u>
Sgt.	Sgt.
Cpl.	Cpl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Ptl.	Ptl.
Traffic Sergeant	
(17)	

PLAN C

<u>8 months out of the year:</u>		<u>Picks against for time off:</u>
Each Corporal on Squad A vies against his/her Sgt. For vacation/personal time	(2)	(1 of 2)
One Ptl. From Shift 1	(1)	(1 of 6)
One Ptl. From Shift 2	(1)	(1 of 6)
Each Corporal on Squad B vies against his/her Sgt. For vacation/personal time	(2)	(1 of 2)
One Ptl. From Shift 1	(1)	(1 of 6)
One Ptl. From Shift 2	(1)	(1 of 6)
Either Training of Traffic Sergeant	(1)	(1 of 2)
	9	

Corporals just have to make sure their Sergeant is not off. In order to take off, Sergeants have to make sure their Corporal is working. In the event that all four Sergeants request the same date(s) off for vacation/personal time, the junior sergeant's request would be denied.

<u>June, July, August &amp; September only</u>		<u>Picks against for time off:</u>
One Sgt. From Squad A & opposite Cpl.	(2)	(2 of 4)
One Ptl. From Shift 1	(1)	(1 of 6)
One Ptl. From Shift 2	(1)	(1 of 6)
One Sgt. From Squad B & opposite Cpl.	(2)	(2 of 4)
One Ptl. From Shift 1	(1)	(1 of 6)
One Ptl. From Shift 2	(1)	(1 of 6)
Either Training or Traffic Sergeant	(1)	(1 of 2)
	9	

Overlap allowed on Monday afternoon shift and midnights for patrol officer

Total: 34 people

In addition, Corporals will be allowed to work Sergeants' overtime as long as no Sergeant can be located or wants to take it. If no Corporal wants the overtime, Sergeant gets ordered to work. Department has the right to order a Corporal in if overtime cannot be filled by Sergeant.

**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.

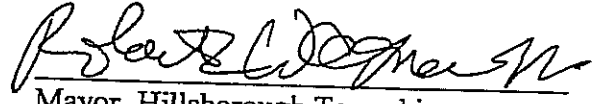
4. The parties agree that if the PBA agrees with the Township's position, the terms and conditions shall be incorporated into said contract and remain in effect in each successor collective agreement between the parties unless specifically modified or deleted through negotiations.

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:**

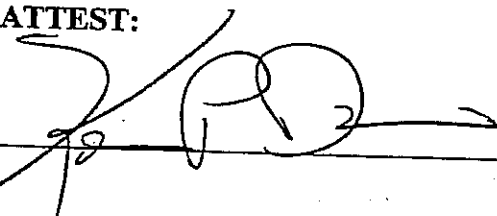
  
\_\_\_\_\_  
Theodore S. Lewis, President  
PBA Local 205

  
\_\_\_\_\_  
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](http://www.hillsborough-nj.org)

February 18 2006


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

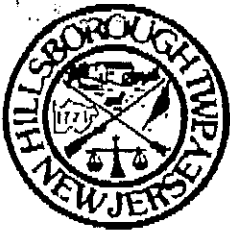
Dear Officer McMahon:

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

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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

**Memorandum of Agreement  
Between  
Township of Hillsborough  
And  
Hillsborough PBA Local 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 which will expire on December 31, 2011; and,

**WHEREAS**, the Township and the Association have identified an area of mutual concern in need of modification; 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 Association agree to the following terms and conditions, which shall take effect immediately as follows:

1. The Chief of Police and representatives of the PBA have agreed upon a change concerning the designation of a Corporal position within the current negotiated contract p.43 Article XXIX B.(3) which shall now read:

"At the discretion of the Chief of Police, one (1) Corporal in either the Administrative Division or the Services Division"

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 two 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 10<sup>th</sup> day of APRIL 2007, as executed and agreed to below:

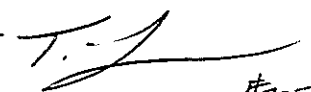
FOR THE TOWNSHIP

FOR THE ASSOCIATION  
PBA LOCAL 205

MAYOR



PRESIDENT

  
THEODORE S. LEWIS #205

ATTEST:



ATTEST:

Memorandum of Agreement  
between  
Township of Hillsborough  
and  
Hillsborough PBA Local #205

**WHEREAS**, the Township of Hillsborough (Township) and the Hillsborough Policemen's Benevolent Association Local #205 (PBA) are parties to a collective negotiations agreement covering the period of January 1, 2007 through December 31, 2011; and

**WHEREAS**, the Township and the PBA have identified an area of mutual concern in need of clarification, specifically, the PBA expressed its concern to the Township that each member's longevity entitlement must be included when calculating said member's overtime rate of pay; and

**WHEREAS**, the Township and the PBA have discussed and agreed upon the specific clarification of including longevity pay when calculating an officer's overtime rate of pay and the Township and the PBA have discussed and agreed upon retro-active payment of said longevity pay from 1/1/04 to present; and

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

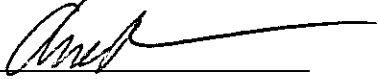
**NOW THEREFORE**, the Township and PBA agree to the following, which shall take place effective immediately:

1. 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.
2. The Township shall re-calculate each officer's overtime compensation from January 1, 2004 to the present so as to include his/her appropriate longevity entitlement.
3. The Township shall tender the appropriate back pay, with normal deductions, as a result of the aforesaid calculation, retro-active to January 1, 2004, within 30 days of the full execution of this Agreement. Said back pay shall be tendered to all current police officers as well as to any officer previously employed by the Township on or after January 1, 2004 and immediately prior to the execution of this Agreement.

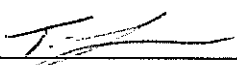
The parties, by their signature below, do hereby agree to the terms and conditions herein in there entirety.

Entered into this 12 day of JUNE, 2007 as executed and agreed to below:

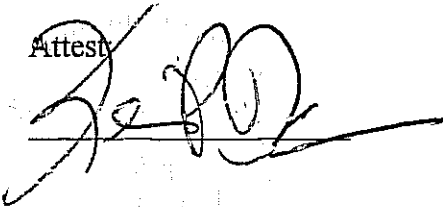
For the Township

  
\_\_\_\_\_  
Mayor


For the PBA Local #205

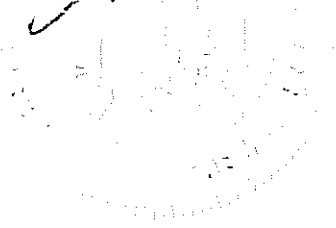
  
\_\_\_\_\_  
TED LEWIS  
PBA President

Attest

  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
JOSEPH PISCHEK



**ADDENDUM  
TO 2007-2011 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWNSHIP OF HILLSBOROUGH  
AND  
HILLSBOROUGH PBA LOCAL #205**

**WHEREAS**, the Township of Hillsborough (Township) and the Hillsborough Policemen's Benevolent Association Local #205 (PBA) are parties to a collective negotiations agreement covering the period of January 1, 2007 through December 31, 2011; and

**WHEREAS**, the Township and the PBA have identified an area of mutual concern in need of clarification; and

**WHEREAS**, the Township and the PBA have discussed and agreed upon the specific clarification to Article VI; and

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

**NOW, THEREFORE**, the Township and the PBA agree to add the following Paragraph to Article VI – Longevity Payment (page 13), which shall take effect immediately as follows:

- 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.

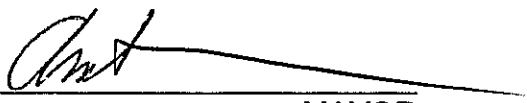
The parties, by their signatures below, do hereby agree to the terms and conditions herein in their entirety. All other terms and conditions set forth in the 2007-2011 collective bargaining agreement entered into by and between the Township and the PBA shall continue in full force and effect.

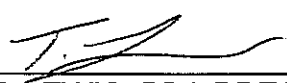
Entered into this 16 day of April, 2007 as executed and agreed to

below:

FOR THE TOWNSHIP

FOR THE ASSOCIATION  
PBA LOCAL #205

  
MAYOR

  
TED LEWIS, PBA PRESIDENT

ATTEST:

ATTEST:

