

I, Denise Kohan, Acting Borough Clerk of the  
 Borough of Hillsdale, County of Bergen,  
 State of New Jersey, do hereby certify this  
 Copy of 16194  
 To be a true copy as adopted by the  
 Municipal Council on 9-6-16  
Denise Kohan  
 Denise Kohan  
 Acting Borough Clerk

**BOROUGH OF HILLSDALE**  
**RESOLUTION 16194**

**RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE REVISED  
 MEMORANDUM OF UNDERSTANDING AND APPROVE THE COLLECTIVE  
 BARGAINING AGREEMENT BEWTWEEN THE BOROUGH OF HILLSDALE  
 AND THE HILLSDALE PBA LOCAL NO. 207.**

**WHEREAS**, the Collective Bargaining Agreement between the Borough of Hillsdale (“Hillsdale”) and Hillsdale PBA Local No. 207 (“PBA”) expired on December 31, 2015; and

**WHEREAS**, Hillsdale and the PBA have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor Agreement; and

**WHEREAS**, Hillsdale and the PBA have agreed upon the terms of a successor Agreement for the term January 1, 2016 through December 31, 2019, the terms of which are set forth in the revised Memorandum of Understanding; and

**WHEREAS**, Hillsdale wishes to memorialize its approval of the revised Memorandum of Understanding and approve the Collective Bargaining Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hillsdale that the Memorandum of Understanding and the Collective Bargaining Agreement between the Borough of Hillsdale and Hillsdale PBA Local 207, for the term January 1, 2016 through December 31, 2019, be and hereby is approved; and

**BE IT FURTHER RESOLVED** that the Mayor, the Acting Borough Clerk and the Borough Labor Attorney are authorized to execute the Collective Bargaining Agreement and take all appropriate actions so as to implement this Resolution.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony			X				
Karcich, Scott			X				
Looes, Chrisoula			X				
Lundy, Abby			X				
Pizzella, Frank		X	X				
Ruocco, John	X		X				
Frank, Douglas							

Adopted: September 6, 2016

Attest: Denise Kohan  
 Denise Kohan  
 Acting Municipal Clerk

Douglas E. Frank  
 Douglas E. Frank  
 Mayor

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BOROUGH OF HILLSDALE  
AND HILLSDALE PBA LOCAL NO. 207 (“PBA”)**

**THIS MEMORANDUM OF UNDERSTANDING**, by and between the BOROUGH OF HILLSDALE (“Employer”) and PBA LOCAL NO. 206 (“Union”), made and entered into as of this 16<sup>th</sup> day of August, 2016.

**WHEREAS**, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the Collective Bargaining Agreement between the Employer and the Union that expired on December 31, 2015 (the “2013-2015 CBA”); and,

**WHEREAS**, the parties have arrived at a tentative agreement.

**NOW, THEREFORE**, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Understanding are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the Employer and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. All provisions of the 2013 – 2015 CBA shall be carried forward except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the new Collective Bargaining Agreement shall be conformed to the duration of this proposed negotiated Memorandum of Understanding.
7. Unless otherwise specified, all changes shall be retroactive to the effective date of the New Memorandum of Agreement.
8. The 2013-2015 CBA shall be modified as follows:
  - Duration: A 4 year term commencing on January 1, 2016 and expiring December 31, 2019.

- Medical and Hospitalization Insurance: (Article 14) – All Employees hired by Employer from and after January 1, 2016 shall not be eligible for lifetime health benefits upon retirement, irrespective of length of service.
- Terminal Leave: (Article 31) – All Employees hired by Employer from and after January 1, 2016 shall not be entitled to terminal leave benefits, irrespective of length of service.
- Educational Benefits: (Article 20) – All Employees hired by Employer from and after January 1, 2016 shall not be entitled to tuition reimbursement as set forth in Paragraph (F) of this Article.

All Employees hired by Employer from and after January 1, 2016 shall be entitled to college incentive pay for all approved course credits pursuant to the following formula:

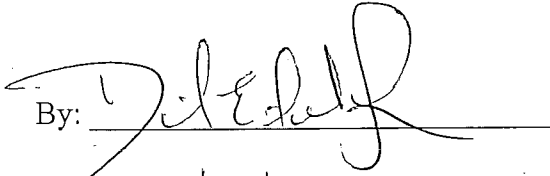
0 to 30 Credits	No Pay
31 to 45 Credits	\$190.00
46 to 60 Credits	\$260.00
61 to 75 Credits	\$340.00
76 to 90 Credits	\$410.00
91 to 105 Credits	\$490.00
106 to 119 Credits	\$565.00
120 Credits and over	\$600.00

- Salaries: (Article 25) – This Article and the corresponding Salary Appendices shall be modified to reflect an aggregate dollar increase to base wages in the amount of \$304,709 over the total of all base wages paid in calendar year 2015 to all police officers covered by this Agreement. Said \$304,709 shall be allocated in accordance with Appendices A-1 and A-2 attached hereto.

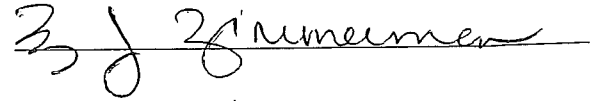
Effective January 1, 2016, there shall be a new 12 step salary guide, in the form attached hereto as Appendix A-3 and incorporated by reference herein, which shall apply to all Employees hired from and after such date.

- Shift Rotation Allowance: (Article 41) - For the term of this contract (January 1, 2016 to December 31, 2019) only, all employees in the bargaining unit below the top patrolman step or who are not at the sergeant step on the salary guidelines (Appendices A-1, A-2 and A-3), shall not receive this rotation allowance until reaching such step.

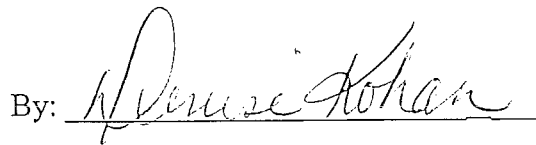
ATTEST:

By:   
Dated: 8/16/16


HILLSDALE PBA LOCAL NO. 207

  
Dated: 8/16/16

ATTEST:

By:   
Dated: 8-16-16

BOROUGH OF HILLSDALE

  
Dated: 8-16-16

APPENDIX A-1

EMPLOYEES HIRED BEFORE AUGUST 1, 2013

	Effective 01/01/16	Effective 01/01/17	Effective 01/01/18	Effective 01/01/19
PATROLMAN				
Training - 6 Months	\$28,000	\$28,000	\$28,000	\$28,000
1 <sup>st</sup> YEAR - 2 <sup>nd</sup> 6 Months	\$35,000	\$35,000	\$35,000	\$35,000
2 <sup>nd</sup> YEAR	\$58,299	\$59,299	\$59,299	\$59,299
3 <sup>rd</sup> YEAR	\$67,070	\$68,070	\$68,070	\$68,070
4 <sup>th</sup> YEAR	\$74,667	\$75,667	\$75,667	\$75,667
5 <sup>th</sup> YEAR	\$83,398	\$84,398	\$84,398	\$84,398
6 <sup>th</sup> YEAR	\$92,126	\$93,126	\$93,126	\$93,126
7 <sup>th</sup> YEAR	\$101,571	\$102,571	\$102,571	\$102,571
8 <sup>th</sup> YEAR	\$124,798	\$126,052	\$126,888	\$127,724
SERGEANTS	\$135,518	\$136,772	\$137,608	\$138,444

APPENDIX A-2

EMPLOYEES HIRED ON OR AFTER AUGUST 1, 2013

	Effective 01/01/16	Effective 01/01/17	Effective 01/01/18	Effective 01/01/19
PATROLMAN				
Training - 6 Months	\$28,000	\$28,000	\$28,000	\$28,000
1 <sup>st</sup> YEAR - 2 <sup>nd</sup> 6 Months	\$35,000	\$35,000	\$35,000	\$35,000
2 <sup>nd</sup> YEAR	\$46,150	\$47,150	\$47,150	\$47,150
3 <sup>rd</sup> YEAR	\$58,299	\$59,299	\$59,299	\$59,299
4 <sup>th</sup> YEAR	\$67,070	\$68,070	\$68,070	\$68,070
5 <sup>th</sup> YEAR	\$74,667	\$75,667	\$75,667	\$75,667
6 <sup>th</sup> YEAR	\$83,398	\$84,398	\$84,398	\$84,398
7 <sup>th</sup> YEAR	\$92,126	\$93,126	\$93,126	\$93,126
8 <sup>th</sup> YEAR	\$101,571	\$102,571	\$102,571	\$102,571
9 <sup>th</sup> YEAR	\$112,058	\$113,058	\$113,058	\$113,058
10 <sup>th</sup> YEAR	\$124,798	\$126,052	\$126,888	\$127,724
SERGEANTS	\$135,518	\$136,772	\$137,608	\$138,444

APPENDIX A-3

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016

	Effective 01/01/16	Effective 01/01/17	Effective 01/01/18	Effective 01/01/19
PATROLMAN				
1 <sup>st</sup> YEAR	\$31,500	\$31,500	\$31,500	\$31,500
2 <sup>nd</sup> YEAR	\$39,982	\$39,982	\$39,982	\$39,982
3 <sup>rd</sup> YEAR	\$48,464	\$48,464	\$48,464	\$48,464
4 <sup>th</sup> YEAR	\$56,946	\$56,946	\$56,946	\$56,946
5 <sup>th</sup> YEAR	\$65,428	\$65,428	\$65,428	\$65,428
6 <sup>th</sup> YEAR	\$73,910	\$73,910	\$73,910	\$73,910
7 <sup>th</sup> YEAR	\$82,392	\$82,392	\$82,392	\$82,392
8 <sup>th</sup> YEAR	\$90,874	\$90,874	\$90,874	\$90,874
9 <sup>th</sup> YEAR	\$99,356	\$99,356	\$99,356	\$99,356
10 <sup>th</sup> YEAR	\$107,838	\$107,838	\$107,838	\$107,838
11 <sup>th</sup> YEAR	\$116,320	\$116,320	\$116,320	\$116,320
12 <sup>th</sup> YEAR	\$124,798	\$126,052	\$126,888	\$127,724
SERGEANTS	\$135,518	\$136,772	\$137,608	\$138,444

**AGREEMENT**

**between**

**THE BOROUGH OF HILLSDALE**

**AND**

**HILLSDALE PBA LOCAL NO. 207**

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**January 1, 2016 thru December 31, 2019**

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Prepared by:  
Wiss & Bouregy, P.C.  
345 Kinderkamack Road  
Westwood, NJ 07675

Limsky Mitolo  
Attorneys at Law  
224 Johnson Avenue, 2<sup>nd</sup> Floor  
Hackensack, NJ 07601



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**PREAMBLE**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2016\_\_ by and between the Borough of Hillsdale, in the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the “Borough” and the PBA Local No. 207, hereinafter called the “Association”.

**ARTICLE I**

**RECOGNITION**

- A. The Borough hereby recognizes PBA Local No. 207 as the exclusive collective negotiations agent for all patrolmen and sergeants in the Police Department.
- B. The title of policemen or police officer shall be defined to include the plural as well as the singular, and to include males and females.

**ARTICLE 2**

**MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement and the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40, 40A, or any other national, state, county or local laws or ordinances.

### ARTICLE 3

#### DEFINITION OF SALARY TERMS

- A. The following salary definitions shall apply throughout this Agreement:
1. Base annual salary (BAS)-the annual amounts listed in Schedules).
  2. Base hourly rates (BHR)-the base annual salary divided by one thousand nine hundred forty-six point sixty hours (1,946.60) (37.6 hours per week).
  3. Extended annual salary (EAS)-the base annual salary plus college, longevity and detective premiums.
  4. Extended hourly rate (EHR)-the extended annual salary divided by one thousand nine hundred forty-six point sixty hours (1,946.60) (37.6 hours per week).

### ARTICLE 4

#### GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. 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 rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition.

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of the Agreement and may be raised by an individual, the Association on behalf of any individual or group of individuals or the Borough. This Grievance Procedure shall cover disciplinary matters where the penalty imposed is a five (5) day suspension (or equivalent fine) or any lesser penalty.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method of 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:

A. An aggrieved employee shall institute action under the provisions within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

B. The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

STEP TWO:

A. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Police Committee Chairman, or his representative, within five (5) days following the determination by the Chief of the Department.

B. The Police Committee Chairman, or his representative, shall render a decision in writing within ten (10) days from the receipt of the grievance.

STEP THREE:

A. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Police Commissioner, the matter may be submitted to the Mayor and Council.

B. The Mayor and Council shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

STEP FOUR: ARBITRATION

A. If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Mayor and Council. The arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

B. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.

C. The costs for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits 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 with the time limits prescribed then the disposition of the grievance at the last preceding 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 5**

### **NON-DISCRIMINATION**

A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the Borough and the Association agree that all police officers covered under this Agreement have the right, without fear or penalty or reprisal, to form, join and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

B. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, sex or national origin.

## **ARTICLE 6**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**



A. The Borough agrees that it will not enter into any collective bargaining Agreement with any organization other than PBA Local 207 with regard to the employees covered in Article 1, Recognition, so long as PBA Local 207 continues to represent such employees.

B. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement and shall make every effort to secure compliance by its members with those terms and conditions.

C. The Borough agrees to grant time off without loss of regular straight time pay, not to exceed one (1) week, in accordance with N.J.S.A. 40A:14-177 to members of the Association selected by members of the Association as delegates to National or State Conventions of the Policemen's Benevolent Association, providing that the PBA designates these two (2) officers at least thirty (30) days in advance of the first leave date requested. No more than two (2) employees shall be granted time off at any one time. Proof of attendance shall be submitted by each employee granted time off in accordance with this Article.

D. The Association may designate three (3) representatives, any one of whom shall be responsible for raising with the Borough any questions concerning the enforcement and applicability of this Agreement. The Association shall furnish to the Borough Clerk, in writing, the names of the representatives and promptly notify the Borough Clerk of any changes.

E. One (1) of the three (3) aforementioned representatives, at any one time, may be granted regular scheduled time off without loss of regular pay during working hours to settle grievances in accordance with Grievance Procedure, provided there is no interference with the operation of the Department.

F. The Borough agrees to grant time off without loss of regular straight time pay to one (1) designated member of the bargaining unit for the purpose of attending the Bergen County PBA Convention and the regular monthly State and County PBA meetings. The Association shall designate at the beginning of July of each year who that bargaining unit member shall be. It is specifically understood that the individual so designated under this section shall not switch tours in order to receive pay for the purpose of attending conventions and/or meetings under this Section, and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the individual shall receive no pay.

- G. 1. Membership in the employee organization (Hillsdale PBA Local 207), hereinunder in this clause called "PBA", is not compulsory. Regular employees have the right to join, not join, or drop their membership with the PBA, as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regarding such matters.
2. Membership in the PBA is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The PBA is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to PBA membership. The terms of this Agreement have been made for all employees in the bargaining unit, not only for members in the PBA and this Agreement had been executed by the employer after it has satisfied itself that the PBA is a proper majority representative.
3. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes a fair share of the obligation along with a grant of equal benefit contained in this Agreement.
4. In accordance with the policy set forth in this clause, all employees in the bargaining unit shall pay to the PBA, and the employer shall deduct from each employee's regular pay, an amount of money equal to that paid by other employees in the bargaining unit who are members of the PBA, which shall be limited to an amount of money equal to the Association's regular and usual dues.
5. The PBA shall annually advise the employer of the amount to be deducted from the employee's regular pay pursuant to his clause and the PBA shall provide, annually, signed authorization cards by each employee for this purpose.

H. Should the local Association's state delegate be elected to the New Jersey State PBA's executive board he shall be granted seventy-five (75) tours, or equivalent, off per year. The New Jersey State PBA shall be responsible to reimburse the Borough for the delegate's salary for whatever number of the seventy-five (75) tours is taken off, on an annual basis and open presentation of a bill.

**ARTICLE 7**

**NO STRIKE PLEDGE**

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that, during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an 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 of employment), work stoppage, slowdown, walk-out or other job action against the Borough.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned including, but not limited to, publicity disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Borough to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.

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

## ARTICLE 8

### HOURS AND OVERTIME

A. The normal work day shall consist of eight (8) hours, which shall normally include thirty (30) minutes of paid meal period. An employee who is required to work longer than his normal work day or in excess of the work week shall be paid for overtime at the rate of time and one-half (1 ½) the base hourly rate of pay. In construing such overtime, payment shall be made on the following basis:

1. Up to the first sixteen (16) minutes- no pay.
2. Sixteen (16) through thirty (30) minutes-thirty (30) minutes pay.
3. Thirty-one (31) through sixty (60) minutes-one (1) hour pay.
4. Thereafter, overtime shall be paid in thirty (30) minute segments for all time worked beyond the regular tour of duty.

B. The provisions of this Article shall not apply to court time, which subject is covered in Article IX.

C. The Chief of the Department, or his designee, may conduct four (4) departmental meetings per year for all members of the Department, not to exceed one (1) hour in duration; however, no more than one (1) meeting will be held per calendar quarter and none during the summer months. Said meetings shall be held contiguous with the changing of the tour and members required to attend on their off duty time.

D. An employee covered by this Agreement working any overtime may, at his sole discretion, request that said overtime be compensated at time and one-half (1 ½) in compensatory time and also may, at his sole discretion, further request that said compensatory time off be maintained in a yearly compensatory time bank.

E. Employees covered by this Agreement shall be permitted to accumulate compensatory days or hours off in a compensatory time bank (C.T.O. Bank). Days or hours available for accumulation may be taken from the following areas: Overtime, court time and recall.

F. Compensatory time accumulated in the C.T.O. Bank may be taken out by mutual agreement between the employee and the Chief of Police. Compensatory time which is unused

at the end of the calendar year shall be sold back to the Borough, payable on or before the first pay day in December.

G. In case of death, the estate of the employee shall receive in cash the accumulated time back at the daily rate in effect at the time of the employee's death. In case of ordinary or disability retirement, the employee shall receive in cash the value of accumulated time back at the employee daily rate at his time of retirement.

H. Effective September 1, 1982, 5/2-5/3 work chart shall be implemented for all persons covered by this Agreement.

I. The parties agree, effective the execution of a new collective bargaining agreement by both parties, that there will be no forced schedule change by the Chief of Police or designee within two (2) calendar weeks of the date to be switched, except in emergent situations, which is defined, but not limited to natural disaster, catastrophe and/or drastic manpower loss.

## **ARTICLE 9**

### **COURT TIME**

A. Court time consists of all time, excluding regular tours of duty, during which an employee covered under this Agreement shall be representing the Borough on Borough business and shall be required to attend a Municipal Court, County Court, Superior Court or other judicial administrative body, as a result of an action arising out of the employee's performance of his duties as a police officer.

B. Payment for court time – All appearances which are outside of the employee's regularly scheduled tour of duty will be compensated at one and one-half (1 ½) times the base hourly rate of pay.

C. In addition to the foregoing payments, employees who are required to appear in court outside the Borough of Hillsdale and are further required to utilize their own vehicle will be compensated at the rate of seventeen (\$.17) cents per mile from the Hillsdale Borough Hall or the employee's home, whichever is closer. A meal voucher accompanied with a bill for a meal on such court days outside the employee's regularly scheduled tour of duty will be honored and reimbursed up to an amount not exceeding Seven Dollars and Fifty Cents (\$7.50). Effective January 1, 2014, the mileage rate shall be changed to reflect that determined annually by the IRS

and the meal reimbursement shall be increased to an amount not exceeding Fifteen (\$15.00) Dollars.

- D.
1. Subpoenas for criminal court will be served after calendar call. A designated member of the Department will attend calendar call and inform those under subpoena of the status of the cases.
  2. Those under “on call subpoena”, as stated above, if off duty during court hours, shall receive four (4) hours credit for each day while standing by on call and until released from a call status by the designated member.
  3. For the purpose of establishing payment of each hourly credit, it shall be computed at each employee’s base hourly rate of pay.

## ARTICLE 10

### RECALL

An employee who is called back to work less than eight (8) hours after the conclusion of his regularly scheduled shift shall be compensated at the rate of time and one-half (1 ½) the regular straight time base pay with a minimum guarantee of two (2) hours work or pay in lieu thereof. The foregoing minimum guarantee shall not apply to either prior or post-shift overtime, when such time is contiguous to the regular shift.

## ARTICLE 11

### UNIFORM ALLOWANCE

A. New employees in the first (1<sup>st</sup>) year of their employment shall receive a complete uniform in lieu of a clothing allowance. The annual clothing allowance shall be as follows:

For Calendar year 2013 – One Thousand (\$1,000.00) Dollars

Effective January 1, 2014, the uniform allowance shall be reduced to \$500.00 and \$500.00 shall be added to the provisions of Appendix A-1 and Appendix A-2.

Effective January 1, 2015, the remaining \$500.00 shall be added to the provisions of Appendix A-1, Appendix A-2 and Appendix A-3 and thereby eliminating the provisions of §A herein.

B. Uniforms or equipment (including those belonging to detectives) damaged in the line of duty shall be repaired or replaced at the Borough's option and at the Borough's expense, provided that this has been approved by the Chief of Police.

C. In the event, during the lifetime of this Agreement, the Borough changes uniform styles in whole or in part, the Borough will pay for the initial issue of such uniform.

D. The provisions of this Article related to clothing allowance and being eliminated due to cost effectiveness and shall not be reinstated by future Mayors and Borough Councils.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

A. Permanent full time employees shall be granted up to three (3) days leave without loss of regular pay upon the death of a member of his immediate family.

B. Immediate family shall be defined as employee's spouse, children, parents, brother, sister, mother-in-law or father-in-law, grandparents, brother-in-law, sister-in-law, and grandparents-in-law.

C. Permanent full time employees shall be granted a one (1) day leave without loss of regular pay upon the death of an aunt, uncle, niece, nephew and first cousin. This one (1) day leave will only be granted if the funeral service or wake occurs on a scheduled workday.

D. Reasonable verification of the event may be required by the Borough.

E. Any extension of absence under this Article, however, may be, at the employee's option and with the consent of the Chief of Police, charged against available holiday or vacation time or to be taken without pay for a reasonable period.

## **ARTICLE 13**

### **LEAVE OF ABSENCE**

A. A permanent full time employee covered by this Agreement may be granted a leave of absence by the Borough without pay for a period not to exceed thirty (30) days. The

request for such leave shall be made to the Chief in writing at least thirty (30) days prior to the anticipated commencement leave. However, consistent with the needs of the Borough, any such request will not be unreasonably denied.

B. At the expiration of such leave, the employee shall, insofar as possible and practical, be returned to the position from which he is on leave.

C. Seniority shall be retained but shall not accumulate during such leaves.

#### **ARTICLE 14**

##### **MEDICAL AND HOSPITALIZATION INSURANCE**

A. The Borough shall pay the full premium for all employees and their families under the NJSHBP Direct 10 Plan. It shall also pay the full premiums for any employee and their families who enroll in another insurance plan under the NJSHBP whose premiums are lower than Direct 10. If the employees and their families enroll in an insurance plan under the NJSHBP whose premiums are greater than Direct 10, the employee(s) shall be responsible to pay the full difference in premiums between that plan and Direct 10. The Borough reserves the right to change insurance carriers as long as substantially similar benefits are provided.

The Borough shall provide said hospitalization and major medical policy at its sole expense, for employees who retire after January 1, 1990, under the following conditions;

1. Should the retired employee take another job which is normally provided medical benefits by the new employer, the retired employee must enroll in the health plan of the new employer and will not be eligible for coverage under the Borough's health plan. Should the retired employee subsequently leave the new job and not have health benefits coverage by any employer other than the Borough, he may rejoin the Borough's health plan.
2. Special retirement as defined in 1988. Service credit shall include any military credits purchased and service to the Borough in any other public capacity.
3. Regular service retirement.



4. Disability retirement.
5. To the survivors of an officer killed in the line of duty, until spouse remarries or otherwise receives health benefits and until dependents no longer qualify as dependents or otherwise receive health benefits.
6. Should "20 and Out" be enacted, 25 years of service, or "regular service retirement" as defined in 1988 will still be required for health benefits continuation.
7. The health benefits of a retired member may not be terminated as a result of subsequent collective negotiations.
8. All employees hired on or after August 1, 2013 and prior to December 31, 2015 who retire from the Borough shall only be eligible for retiree insurance under the following conditions:
  - (a) Twenty-five (25) or more years of service with the Borough Police Department to be eligible. One (1) or more years of service may be substituted by military service time where pension time has been bought to cover military service time;
  - (b) No dental and vision coverage after retirement;
  - (c) The retired employee will pay whatever premiums and/or other costs the employee is required to pay under law at the time of the employee's retirement.
  - (d) 9. Any employee hired on or after January 1, 2016 shall not be eligible for lifetime health benefits upon retirement, irrespective of length of service.

B. The Borough will pay all uncompensated medical bills incurred during pregnancy or child birth by an employee or employee's spouse in an amount not to exceed Three Hundred Fifty (\$350.00) Dollars per pregnancy.

C. The Borough shall, at its sole expense, provide a mutually agreed upon dental insurance plan (N.J. Dental Plan or equivalent) for all employees covered by this Agreement and their families. There shall be an annual limit of \$1500.00/year per family member in dental benefits and a one-time lifetime limit of \$2,500.00 per family member for orthodontics.

D. All active employees will be governed by the co-pays/deductible/other aspects of their insurance plan as established by the State Health Benefits Commission (SHBC) and shall not be allowed to grieve such.

E. Opt-out/opt-down premium payments are limited to twenty-five (25%) percent of premium cost reduction or Five Thousand (\$5,000.00) Dollars, whichever is less in accordance with P.L. 2010, c. 2. Employees shall only be allowed to opt-in during the open enrollment period or in an emergency situation. Under an emergency situation, opt-out payments shall be pro-rated.

F. The provisions of P.L. 2011, c. 78 shall apply to all bargaining unit members, including applicable retirees, effective January 1, 2013.

G. Each year, the Borough shall have a medical reimbursement program that provides up to Three Hundred (\$300.00) Dollars per year for uncovered medical expenses incurred by bargaining unit members and their families. In order to obtain such reimbursement, each member shall be required to submit appropriate documentation to the Borough detailing the expenses sought to be reimbursed. Effective January 1, 2014, this program shall cease to exist and, as of March 1, 2014, the Three Hundred (\$300.00) Dollars shall be a part of Appendix A-1 and Appendix A-2.

## **ARTICLE 15**

### **BULLETIN BOARD**

A. The Borough will provide one (1) bulletin board for the use of the Association which bulletin board shall be placed in the locker room.

B. The bulletin board shall be used for the posting of notices and bulletins pertaining of official business of the Association and for announcements.

C. No matter may be posted without receiving prior permission from the officially designated Association representative. The Chief, or his designee, may reject for posting or may have removed from the bulletin board any material which he deems to be detrimental to the operation of the Department and which does not conform with the intent and provisions of this Article. However, such rejections will not be unreasonably made.

**ARTICLE 16**

**MILITARY LEAVE**

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

**ARTICLE 17**

**PERSONNEL FILES**

A. Established personnel files are confidential records which shall be maintained under the direction of the Chief of Police or his designee.

B. Employees covered under this Agreement, may, by appointment, review in the presence of the Chief, or his designee, any written evaluation reports or written complaints which may be contained in his personnel file. The appointment for review must be made through the Chief of Police or his designee.

C. Before a written complaint concerning an officer is placed in his personnel file, the Chief shall investigate the same and a copy shall be furnished to the officer and he shall be given the opportunity to rebut same in writing, if he so desires.

D. All items in personnel files that relate to "non-chargeable" offenses (defined as those offenses which do not lead to disciplinary action) shall be expunged from the personnel files at the end of a two (2) year period.

**ARTICLE 18**

**PENSION**

A. The Borough shall continue to provide pensions and retirement benefits to employees covered under this Agreement pursuant to the provisions of the Laws of the State of New Jersey.

B. Such pension payments are to be based on the employee's extended salary which may include college credit payments, longevity payments and detective allowance as appropriate. Overtime, college tuition reimbursement and all other forms of compensation are not to be included.

C. It is agreed that in the event the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then and in that event, resolution of the said dispute shall be made by the appropriate fund or last reviewing court and the parties to this Agreement agree to be bound thereby.

## **ARTICLE 19**

### **FALSE ARREST INSURANCE**

A. The Borough shall provide false arrest insurance for all covered employees in the amount of One Million (\$1,000,000.00) Dollars.

B. The Borough shall also provide coverage protecting all covered employees from civil suits arising out of the performance of their duties, including but not limited to the following: malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, and any charges or offenses directly or indirectly related to the employee's employment. The limits of this coverage shall be at least One Million (\$1,000,000.00) Dollars.

## **ARTICLE 20**

### **EDUCATIONAL BENEFITS**

A. In addition to the salary noted in Article 25, college incentive pay will be paid in accordance with the formula in Paragraph C of this Article. Payment is conditioned upon the following:

1. The employee must be enrolled in a degree program and the courses in question must lead to an Associate or Baccalaureate Degree in Police Science or Criminal Justice or related field.
2. Courses must have been satisfactorily completed.

B. Any payment by the State of New Jersey toward college incentive pay will reduce the payment to be made by the Borough.

C. After the expiration of one (1) year of continuous service in the Police Department, an employee covered by this Agreement who shall matriculate previously earned credits into an approved program of study as set forth above, shall be entitled to college incentive pay for all approved course credits pursuant to the following formula.

0 to 30 Credits	No Pay
31 to 45 Credits	\$380.00
46 to 60 Credits	\$520.00
61 to 75 Credits	\$680.00
76 to 90 Credits	\$820.00
91 to 105 Credits	\$980.00
106 to 119 Credits	\$1130.00
120 Credits and over	\$1200.00

All Employees hired by Employer from and after January 1, 2016 shall be entitled to college incentive pay for all approved course credits pursuant to the following formula:

0 to 30 Credits	No Pay
31 to 45 Credits	\$190.00
46 to 60 Credits	\$260.00
61 to 75 Credits	\$340.00
76 to 90 Credits	\$410.00
91 to 105 Credits	\$490.00
106 to 119 Credits	\$565.00
120 Credits and over	\$600.00

D. If an employee is hired with an approved degree, he shall be entitled to college incentive pay at the end of one (1) year.

E. Upon receiving an Associate Degree, a member of the bargaining unit shall receive a one-time bonus of One Hundred Fifty (\$150.00) Dollars. Upon receiving a Baccalaureate Degree, a member of the bargaining unit shall receive a one-time bonus of Two Hundred (\$200.00) Dollars. This paragraph applies only to members of the bargaining unit who obtain their degrees after the signing of this Agreement and who earn such degree while members of the Hillsdale Police Department.

F. Upon successful completion of courses toward an approved degree program, the employee will be reimbursed at the rate of eighty (80%) percent of the State Tuition rate or eighty (80%) percent of One Hundred (\$100.00) Dollars, whichever is lesser, per credit. Any employee hired on or after January 1, 2016 shall not be entitled to the tuition reimbursement set forth in this Article 20(F).

## ARTICLE 21

### VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of:

<u>Years of Service</u>	<u>Number of Vacation Days</u>
From 0 to 1 year	5
During 2 <sup>nd</sup> year	11
During 3 <sup>rd</sup> year	12
During 4 <sup>th</sup> year	13
During 5 <sup>th</sup> year	14
During 6 <sup>th</sup> year	14
During 7 <sup>th</sup> year	15
During 8 <sup>th</sup> year	16
During 9 <sup>th</sup> year	17
During 10 <sup>th</sup> year	18
During 11 <sup>th</sup> year	19
During 12 <sup>th</sup> year	20
During 13 <sup>th</sup> year	21
During 14 <sup>th</sup> year	22
During 15 <sup>th</sup> year	23
During 16 <sup>th</sup> year	24
During 17 <sup>th</sup> year	25
During 18 <sup>th</sup> year	26
During 19 <sup>th</sup> year	27
During 20 <sup>th</sup> year and after	28

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Borough, unless the Borough determines that it cannot be taken because of pressure of work. Any unused vacation resulting from pressure of work as determined by the Borough may be carried forward into the first quarter of the next succeeding year only. Any unused vacation may, with the approval of the Chief of Police, be carried forward into the next succeeding year only.

C. An employee included in this bargaining unit may, at his sole discretion, elect to work any of the vacation days due him in any particular year and be compensated at his regular rate of pay. Such selection shall be made in January of each year. Compensation for worked vacation time shall be blended into the employee's regular bi-weekly pay checks each year when selected. Once this option is exercised, it cannot be rescinded for that year.

- D. 1. An employee who has completed ten (10) years of service may elect to bank up to five (5) vacation days per year to a maximum of twenty-five (25) days during the course of his employment by the Borough, which shall be paid to the employee upon his retirement.
2. The rate of pay for each banked vacation day shall be completed as follows: The first, third and fifth days banked during any calendar year shall be payable at the regular base rate of pay in effect on the date of retirement; the second and fourth days banked during any calendar year shall be payable at the regular base rate in pay in effect during the calendar year such day was banked.

## **ARTICLE 22**

### **LIFE INSURANCE**

A. The Borough shall maintain term life insurance for each employee covered by this Agreement at a maximum of Fifteen Thousand (\$15,000.00) Dollars and shall pay the full premium for the cost thereof.

B. Upon leaving the employ of the Borough, an employee shall have the option, under the regulations of the insurance company, to convert his policy to an individual one at rates set by the insurance company.

**ARTICLE 23**

**SICK LEAVE**

A. Service Credit for Sick Leave.

1. All permanent employees or full-time provisional employees shall be entitled to sick leave based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, off duty accident, or exposure to contagious disease. For purposes of these regulations, sickness shall include injury other than accidental injury arising out of and in the course of employment by the Borough.

B. Amount of Sick Leave.

1. One (1) sick day will be paid each year for first sickness absence for all employees and will not be cumulative on a year to year basis.
2. The minimum sick leave with pay shall accrue to any full-time employee on the basis of:

<u>Amount of New Credited Service</u>	<u>Scheduled Day on Which Absence Pay Begins except in B(1)</u>
Less than Two (2) Years	Second
Two (2) Years or More	First

3. Except that when the absence continues through the eighth (8<sup>th</sup>) calendar day the following shall apply:

These benefits commence on the eighth (8<sup>th</sup>) calendar day of absence on account of sickness or accidental injury occurring outside of employment and are as follows:

- a. Term of employment six (6) months to Two (2) years – full pay for four (4) weeks; half pay for forty-eight (48) weeks.



- b. Term of employment two (2) to five (5) years – full pay for thirteen (13) weeks; half pay for thirty-nine (39) weeks.
- c. Term of employment five (5) to fifteen (15) years – full pay for twenty-six (26) weeks; half pay for twenty-six (26) weeks.
- d. Term of employment fifteen (15) to twenty (20) years – full pay for thirty-nine (39) weeks; half pay for thirteen (13) weeks.
- e. Term of employment twenty (20) years or more – full pay for fifty-two (52) weeks.

C. Sickness Disability Benefits.

- 1. Sickness disability benefits shall begin on the eighth (8<sup>th</sup>) calendar day of absence on account of disability, provided, however, that if an employee has received sickness disability benefits for any period and is again absent on account of sickness within two (2) weeks after the termination of such period, any benefits on account of such further sickness shall begin on the first day of absence instead of on the eighth (8<sup>th</sup>) day.
- 2. Successive periods of sickness disability shall be counted together as one period on computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks.

D. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

- 1. No employee, while on sick leave from the Borough, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever.

2. An employee whom shall be absent on sick leave for two (2) days or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of an illness of any employee on sick leave regardless of the number of days absent, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable is performing his normal duties and that his return will not jeopardize the health of other employees.
4. Whenever sick leave verification is required by the employer, then the employer shall bear the entire cost and expense of obtaining same.

## ARTICLE 24

### HOLIDAYS

- A. Employees covered under this Agreement shall be entitled to fourteen (14) holidays per calendar year in the following manner:
  1. The employee may elect to receive pay at the straight time rate of compensatory time off for the fourteen (14) holidays.
  2. The fourteen (14) holidays are treated in two (2) semi-annual groups of seven (7). For the first seven (7), the employee's election must be made and used prior to June 30<sup>th</sup>. If he has not utilized this group of seven (7) holidays by June 30<sup>th</sup> of any year, then these holidays shall be paid at straight time rate in the first pay period in December, unless the employee elects to bank them pursuant to Section B herein.
  3. Requests for holiday time off shall not be unreasonably withheld, since it is the intention of the parties to permit the members' time off at their own choosing to attend to personal matters, social events and other affairs, and since police in

their duties normally work many weeks. In case of conflict in granting time off, preference shall be give to the members or members having an emergency.

4. To cover extraordinary circumstances, the Chief of Police may, in his sole discretion and not subject to the Grievance Procedure, permit unused days from the first half of the year to be utilized during the second half of the year.
5. Effective January 1, 2009, all of the provisions of §A shall not longer be applicable either as to time off and/or holiday pay. Appendix A-1, Appendix A-2 and Appendix A-3 reflect the inclusions of payment for fourteen (14) holidays.

B. Employees may accumulate, at their option, up to seven (7) holidays per year, which days shall be payable to them in cash on the sole condition that they elect an ordinary retirement, having achieved twenty-five (25) years of service, special retirement, or disability service retirement. For each five (5) accumulated holidays remaining in his bank and payable on such retirement, on condition, that the employee has met the requirements set forth herein, the Borough will pay six (6) day's pay. All such days will be payable at the base salary rate of pay in effect on the date of retirement.

In the event that an employee desires to utilize any of the holidays he has banked under this retirement plan prior to the effective date of his retirement, as set forth above, he may do so upon the following conditions;

1. His request must be in writing and made ninety (90) days prior to any withdrawal date.
2. Holidays shall be payable under this option in cash only, payable at the employee's base rate of pay in effect when he earned each holiday under the rule of first-in, first-out.
3. In the event of any retirement other than "ordinary, special or disability service retirement", the employee shall be compensated for his banked holidays, but the "6" for "5" bonus feature shall not apply. However, should a covered employee die during the term of this Agreement, compensation under No. 2 above, shall be payable at the base salary rate of pay in effect on the date of his death.

4. Effective January 1, 2009, the banking/accumulation of holidays for retirement programs shall cease. Any officers with holidays banked prior to December 31, 2008 will retain the options of this Section.

C. During the term of this Agreement, all covered employees who work a complete shift on any of the Borough's fourteen (14) holidays shall receive double time (two (2) times the regular base rate of pay) for such shift, for up to a maximum of four (4) such holidays during any calendar year. All holidays worked beyond four (4) in any calendar year shall be compensated at straight time. There shall be no pyramiding of overtime under this provision.

## **ARTICLE 25**

### **SALARIES**

A. Base wages for employees covered by this Agreement shall be as set forth on Appendices A-1, A-2 and A-3 annexed.

B. All employees hired before August 1, 2013 will be covered by the existing employee salary grade. (Appendix A-1)

C. All employees hired on or after August 1, 2013 and before January 1, 2016 will be covered by an eleven (11) step salary grade as set forth in Appendix A-2 annexed hereto.

D. All employees hired on or after January 1, 2016 will be covered by a 12-step salary guide as set forth in Appendix A-3 annexed hereto.

## **ARTICLE 26**

### **LONGEVITY**

A. The following longevity program, based upon the employee's length of continuous and uninterrupted service with the Borough, payable bi-weekly, is as follows:

<u>Upon Completion of:</u>	<u>Percent (%)</u>
5 years of service	1.5% of Base Annual Salary
8 years of service	3% of Base Annual Salary
11 years of service	4.5% of Base Annual Salary

14 years of service	6% of Base Annual Salary
17 years of service	7.5% of Base Annual Salary
20 years of service	9.0% of Base Annual Salary
23 years of service	10.5% of Base Annual Salary

B. 1. Effective February 9, 1999, the benefit of longevity will not be offered to newly hired employees. All current employees, as of 2/9/99, shall continue to receive longevity benefits as set forth above in paragraph A.

2. The Borough of Hillsdale specifically assures and guarantees to each and every current employee (as of 2/9/99), both collectively and individually, that the longevity benefit set forth in paragraph A of this Article shall continue throughout their respective entire police careers with the Borough of Hillsdale, regardless of their future assignment, position or rank. The Borough of Hillsdale guarantees, both collectively to PBA Local 207 and to each current employee (as of 2/9/99), that should any future event or action of any kind in the future operate to deprive or diminish the longevity benefit set forth in paragraph A above, the Borough of Hillsdale shall fully indemnify and make whole any such affected current employee (employed as of 2/2/99). Said indemnification by the Borough shall include the full police career impact on the future change and any impact which may result in the affected employee's pension.

## ARTICLE 27

### WORK-RELATED INJURY

A. When an employee covered under this Agreement suffers a work connected injury or disability, the Borough shall continue such employee at full pay during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

B. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work. The Mayor and Council may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough

or by its carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, by the final decision of the last reviewing court, shall be binding upon the parties.

D. For the purpose of this Article, work incurred injury shall mean injury or illness incurred while the employee is acting in an official police capacity.

E. In the event a dispute arises as to whether an absence shall be computed or designated a sick leave or as injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. In the event an employee visits the doctor at the request of the Borough and a portion of the time required for such visit occurs during the period when the employee is scheduled for a normal tour of duty, the employee shall be excused and paid for the excused portion of the scheduled tour as if it were time worked.

## **ARTICLE 28**

### **TRAVEL AND MEAL ALLOWANCE**

A. When a covered employee is required to be out of the Borough of Hillsdale on municipal business and no municipal vehicle is provided for such travel, the police officer shall be compensated at the rate of seventeen (\$.17) cents per mile as payment for his personal transportation. Effective January 1, 2014, the provisions of this section shall be amended to reflect the IRS mileage rates when they use their personal vehicles for Borough use.

B. When such out of town activity encompasses a regular meal period, the employee shall be repaid for his meal expenses not to exceed Seven Dollars and Fifty (\$7.50) cents for any one (1) meal, and only upon presentation of a voucher and receipt for said meal or meals. In New York City the allowance shall be Ten (\$10.00) dollars. Effective January 1, 2014, the provisions of this section shall be changed to not to exceed Twenty (\$20.00) Dollars for any one

(1) meal, only upon presentation of a voucher and receipt; this shall also apply to New York City as well.

**ARTICLE 29**  
**DETECTIVES**

A. Each Detective will be paid additional compensation of One Thousand (\$1,000.00) Dollars per year as part of his regular pay. This compensation is for being on call twenty-four (24) hours per day.

B. Effective 1/1/99, Detectives shall be paid at the rate of time and one-half (1 ½) for work performed in excess of forty (40) hours per week. Detectives shall be paid straight time to forty (40) hours per week. Detective overtime shall be controlled by Article 8.

**ARTICLE 30**  
**DUE CHECK-OFF**

A. The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Borough to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.)52:14-15.9e.

B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Association shall furnish the Borough written notice sixty (60) days prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" forms and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough, at least one (1) annually. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the Borough on reliance upon the salary deduction authorization terms submitted by the Association to the Borough.

**ARTICLE 31**  
**TERMINAL LEAVE**

A. A terminal leave benefit of sixty (60) working days pay, at the then payable base salary rate, shall be paid to each covered employee upon condition that he elects as "Ordinary Service Retirement" having attained twenty-five (25) years of service and age fifty-five (55), special retirement or a "Disability Retirement." All employees hired on or after August 1, 2013 shall have the terminal leave benefit reduced to thirty (30) working days pay at their payable base salary rate under the provisions above. In either case, leave may be taken by the employee as time off or as a direct payment (less all applicable deductions).

B. However, to assist the Borough in budgeting for this expenditure, an employee who plans to retire is requested to submit a non-binding letter stating this intention to retire to the Police Chief by December 1<sup>st</sup> of the prior year. This letter is intended solely to enable the Borough to provide for this expenditure in the annual municipal budget. The employee may later change his/her mind, but if such a letter is not submitted timely, the Borough may, at its discretion, defer payment of this Terminal Leave until the month of January following the retirement. However, in no event will payment of this leave be made later than the succeeding January.

C. All employees hired on or after January 1, 2016 shall not be entitled to terminal leave benefits irrespective of any such employee's length of service.

## **ARTICLE 32**

### **SHIFT CHANGES**

A. In the event an employee's regularly scheduled shift is altered with less than seventy-two (72) hours' notice provided to the employee, then that employee shall be paid an additional two (2) hours at his base hourly rate of pay for that shift.

B. In the event this alteration was caused due to the absence of another employee, then upon his return, that other employee may have his shift altered on less than seventy-two (72) hours notice and he shall not be entitled to the two (2) additional hours pay provided herein.

C. The two (2) hours bonus pay shall not be payable if seventy-two (72) hours notice could not be provided due to the emergency leave of an employee or when the employee elects to take a compensatory holiday and he does not provide the seventy-two (72) hours notice to the Borough, or in the event that the shift changes were required as a result of Police Training School schedules. The two (2) hour bonus feature shall not be payable to detectives.



D. Only a Superior Officer above the rank of Sergeant shall have authority to approve any shift alterations.

### **ARTICLE 33**

#### **OFF-DUTY POLICE ACTION**

A. Employees shall be covered for off-duty police action pursuant to 40A:14-152.2.

B. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, within the confines of the Borough of Hillsdale, which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

### **ARTICLE 34**

#### **DEPARTMENTAL INVESTIGATIONS**

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary

punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with an attorney and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative not more than two (2) hours for consultation with his attorney.
7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

### **ARTICLE 35**

#### **SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE 36**

#### **PAYROLL SAVINGS PLAN**

The Borough agrees to arrange for payroll earnings deductions based upon the individual employee requests, for the purpose of investment in an interest-bearing account. The

Association agrees to provide signed cards by each employee desiring to participate in such a plan at least once a year, at the beginning of the year. It is specifically understood that the Borough will make no contribution to such plan and its sole responsibility shall be to administer the deductions.

### **ARTICLE 37**

#### **COMMENDATIONS AND HONORABLE MENTION**

In the event a member covered by this Agreement receives an official commendation from the Borough of Hillsdale, the Chief of Police of the Borough of Hillsdale, the Bergen County Chief's Association or the New Jersey State PBA, the Borough shall give suitable publicity and recognition to such member.

### **ARTICLE 38**

#### **DATA FOR FUTURE BARGAINING**

The Borough agrees to make available to the Association all relevant public data the Association may require to bargain collectively, excluding attorney work product.

### **ARTICLE 39**

#### **POLICE DEPARTMENT SAFETY COMMITTEE**

- a. A Health and Safety Advisory Committee shall be established to review health and safety matters as such relate to the Police Department that first cannot be resolved by the Chief.
- b. The committee shall consist of two (2) Borough representatives and two (2) PBA Association representatives.
- c. Said committee shall meet, if necessary, once each quarter at a mutually agreed time and place.

### **ARTICLE 40**

#### **WORK IN HIGHER RANK**

Whenever a person covered by this Agreement works in a higher rank position (Patrolman working in a Sergeant position), then such person shall be paid an additional Fifteen

(\$15.00) Dollars per shift for such work. Effective upon execution of this collective bargaining agreement by both sides, the pay per shift shall be paid to such person, irrespective of which shift or which day of the week coverage occurs, shall increase from Fifteen (\$15.00) Dollars per shift to Forty (\$40.00) Dollars per shift.

#### **ARTICLE 41**

#### **SHIFT ROTATION ALLOWANCE**

Each person covered by this Agreement subject to rotation shall receive an additional one (1%) percent of his/her respective base salary as a rotation allowance. All persons in the bargaining unit, including detectives, shall receive this benefit. This benefit will be added into the bi-weekly paycheck.

For the term of this contract (January 1, 2016 to December 31, 2019) only, all employees in the bargaining unit below the top patrolman step or who are not at the sergeant step on the salary guidelines (Appendices A-1, A-2 and A-3), shall not receive this rotation allowance until reaching such step.

#### **ARTICLE 42**

#### **MISCELLANEOUS**

A. Effective January 1, 2014, if an officer accepts an off-duty outside employment assignment with four (4) hours minimum pay paid by the outside employer to the Borough and the job is cancelled on less than two (2) hours' notice before commencement, the outside employer shall pay to the Borough the four (4) hours minimum pay, which shall be paid to the applicable employee. This is separate from any and all administrative fees owed to the Borough by the outside employer irrespective of whether the job is worked or cancelled.

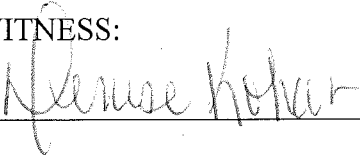
B. In calendar year 2013 (as had existed since January 1, 2009), each officer shall be entitled to one (1) personal day per year. This day must be used during the calendar year and cannot be banked or cashed out at the end of such calendar year. The day must be scheduled at least seventy-two (72) hours prior to the shift needed off, except in emergent situations. In the event of an emergent situation, then and only then must the officer give the reason for the use of the personal day. Use of personal day cannot be denied, even if it causes department overtime.

The personal day cannot be used on any of the holidays which are generally recognized by the Borough as holidays for other Borough employees. Effective January 1, 2014, each officer shall be entitled to an additional personal day. Effective January 1, 2015, each officer shall be entitled to an additional personal day. These two (2) additional personal days shall be covered by all of the conditions for use/non-use and notice as set forth herein.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Hillsdale, New Jersey, on this 7<sup>th</sup> day of September, 2016.

BOROUGH OF HILLSDALE  
BERGEN COUNTY, NEW JERSEY

WITNESS:

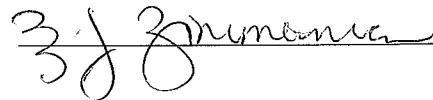




WITNESS:



HILLSDALE PBA LOCAL 207



**APPENDIX A-1**

**APPENDIX A-2**

**EMPLOYEES HIRED ON OR AFTER AUGUST 1, 2013**

**APPENDIX A-1**

**EMPLOYEES HIRED BEFORE AUGUST 1, 2013**

	<b>Effective 01/01/16</b>	<b>Effective 01/01/17</b>	<b>Effective 01/01/18</b>	<b>Effective 01/01/19</b>
<b>PATROLMAN</b>				
<b>Training - 6 Months</b>	<b>\$28,000</b>	<b>\$28,000</b>	<b>\$28,000</b>	<b>\$28,000</b>
<b>1<sup>st</sup> YEAR - 2<sup>nd</sup> 6 Months</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$35,000</b>
<b>2<sup>nd</sup> YEAR</b>	<b>\$58,299</b>	<b>\$59,299</b>	<b>\$59,299</b>	<b>\$59,299</b>
<b>3<sup>rd</sup> YEAR</b>	<b>\$67,070</b>	<b>\$68,070</b>	<b>\$68,070</b>	<b>\$68,070</b>
<b>4<sup>th</sup> YEAR</b>	<b>\$74,667</b>	<b>\$75,667</b>	<b>\$75,667</b>	<b>\$75,667</b>
<b>5<sup>th</sup> YEAR</b>	<b>\$83,398</b>	<b>\$84,398</b>	<b>\$84,398</b>	<b>\$84,398</b>
<b>6<sup>th</sup> YEAR</b>	<b>\$92,126</b>	<b>\$93,126</b>	<b>\$93,126</b>	<b>\$93,126</b>
<b>7<sup>th</sup> YEAR</b>	<b>\$101,571</b>	<b>\$102,571</b>	<b>\$102,571</b>	<b>\$102,571</b>
<b>8<sup>th</sup> YEAR</b>	<b>\$124,798</b>	<b>\$126,052</b>	<b>\$126,888</b>	<b>\$127,724</b>
<b>SERGEANTS</b>	<b>\$135,518</b>	<b>\$136,772</b>	<b>\$137,608</b>	<b>\$138,444</b>

**APPENDIX A-2**

**EMPLOYEES HIRED ON OR AFTER AUGUST 1, 2013**

	<b>Effective 01/01/16</b>	<b>Effective 01/01/17</b>	<b>Effective 01/01/18</b>	<b>Effective 01/01/19</b>
<b>PATROLMAN</b>				
<b>Training - 6 Months</b>	<b>\$28,000</b>	<b>\$28,000</b>	<b>\$28,000</b>	<b>\$28,000</b>
<b>1<sup>st</sup> YEAR - 2<sup>nd</sup> 6 Months</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$35,000</b>
<b>2<sup>nd</sup> YEAR</b>	<b>\$46,150</b>	<b>\$47,150</b>	<b>\$47,150</b>	<b>\$47,150</b>
<b>3<sup>rd</sup> YEAR</b>	<b>\$58,299</b>	<b>\$59,299</b>	<b>\$59,299</b>	<b>\$59,299</b>
<b>4<sup>th</sup> YEAR</b>	<b>\$67,070</b>	<b>\$68,070</b>	<b>\$68,070</b>	<b>\$68,070</b>
<b>5<sup>th</sup> YEAR</b>	<b>\$74,667</b>	<b>\$75,667</b>	<b>\$75,667</b>	<b>\$75,667</b>
<b>6<sup>th</sup> YEAR</b>	<b>\$83,398</b>	<b>\$84,398</b>	<b>\$84,398</b>	<b>\$84,398</b>
<b>7<sup>th</sup> YEAR</b>	<b>\$92,126</b>	<b>\$93,126</b>	<b>\$93,126</b>	<b>\$93,126</b>
<b>8<sup>th</sup> YEAR</b>	<b>\$101,571</b>	<b>\$102,571</b>	<b>\$102,571</b>	<b>\$102,571</b>
<b>9<sup>th</sup> YEAR</b>	<b>\$112,058</b>	<b>\$113,058</b>	<b>\$113,058</b>	<b>\$113,058</b>
<b>10<sup>th</sup> YEAR</b>	<b>\$124,798</b>	<b>\$126,052</b>	<b>\$126,888</b>	<b>\$127,724</b>
<b>SERGEANTS</b>	<b>\$135,518</b>	<b>\$136,772</b>	<b>\$137,608</b>	<b>\$138,444</b>



**APPENDIX A-3**

**EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016**

	<b>Effective 01/01/16</b>	<b>Effective 01/01/17</b>	<b>Effective 01/01/18</b>	<b>Effective 01/01/19</b>
<b>PATROLMAN</b>				
<b>1<sup>st</sup> YEAR</b>	<b>\$31,500</b>	<b>\$31,500</b>	<b>\$31,500</b>	<b>\$31,500</b>
<b>2<sup>nd</sup> YEAR</b>	<b>\$39,982</b>	<b>\$39,982</b>	<b>\$39,982</b>	<b>\$39,982</b>
<b>3<sup>rd</sup> YEAR</b>	<b>\$48,464</b>	<b>\$48,464</b>	<b>\$48,464</b>	<b>\$48,464</b>
<b>4<sup>th</sup> YEAR</b>	<b>\$56,946</b>	<b>\$56,946</b>	<b>\$56,946</b>	<b>\$56,946</b>
<b>5<sup>th</sup> YEAR</b>	<b>\$65,428</b>	<b>\$65,428</b>	<b>\$65,428</b>	<b>\$65,428</b>
<b>6<sup>th</sup> YEAR</b>	<b>\$73,910</b>	<b>\$73,910</b>	<b>\$73,910</b>	<b>\$73,910</b>
<b>7<sup>th</sup> YEAR</b>	<b>\$82,392</b>	<b>\$82,392</b>	<b>\$82,392</b>	<b>\$82,392</b>
<b>8<sup>th</sup> YEAR</b>	<b>\$90,874</b>	<b>\$90,874</b>	<b>\$90,874</b>	<b>\$90,874</b>
<b>9<sup>th</sup> YEAR</b>	<b>\$99,356</b>	<b>\$99,356</b>	<b>\$99,356</b>	<b>\$99,356</b>
<b>10<sup>th</sup> YEAR</b>	<b>\$107,838</b>	<b>\$107,838</b>	<b>\$107,838</b>	<b>\$107,838</b>
<b>11<sup>th</sup> YEAR</b>	<b>\$116,320</b>	<b>\$116,320</b>	<b>\$116,320</b>	<b>\$116,320</b>
<b>12<sup>th</sup> YEAR</b>	<b>\$124,798</b>	<b>\$126,052</b>	<b>\$126,888</b>	<b>\$127,724</b>
<b>SERGEANTS</b>	<b>\$135,518</b>	<b>\$136,772</b>	<b>\$137,608</b>	<b>\$138,444</b>

