CONTRACT

MODIFICATION AND EXTENSION AGREEMENT

Between

THE BOROUGH OF HILLSDALE

and

HILLSDALE P.B.A. LOCAL 207

January 1, 2009 through December 31, 2012

Prepared by: Donald B. Ross, Jr. Lindabury, McCormick & Estabrook 53 Cardinal Drive Westfield, New Jersey 07091 (908)-233-6800 THIS MODIFICATION AND EXTENSION AGREEMENT ("Agreement") is entered into on the 23rd day of September, 2008 between the **Borough of Hillsdale** (the "Borough") and Hillsdale PBA Local 207 (the "PBA").

WHEREAS, the Borough and the PBA are parties to a Collective Negotiations Agreement which commenced on January 1, 1998 and expired on December 31, 2001 and to a successor modification and extension agreement dated March 21, 2000 which extended the expiration date to December 31, 2004 and a subsequent successor modification and extension agreement dated September, 2001 which extended the expiration date to December 31, 2008; and

WHEREAS, the **Borough** and the **PBA** have negotiated this Agreement to further modify and extend the Collective Negotiations Agreement until December 31, 2012; and

NOW, THEREFORE, the parties agree as follows:

Section 1.

Unless otherwise specifically provided herein, all terms and conditions of the 1998–2001 Collective Negotiations Agreement, as modified by the aforementioned modification and extension agreements shall be continued without change, except for dates, where applicable, retroactively to January 1, 1998 through and including December 31, 2012.

Section 2.

The salaries for all Officers in the negotiations unit, commencing with the start of the second year of employment with the Borough, shall be increased across the board by three and ninety-five one hundredths percent (3.95%) on January 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012.

The first year of employment with the Borough shall be considered a training year. If a newly hired Officer needs to attend and graduate from the Police Academy, he/she shall be paid at the rate of \$28,000 annually until graduation. Upon graduation the pay shall be at the rate of \$35,000 for the balance of the first year. If a newly hired Officer has previously met the requirements of graduation from a Police Academy, the salary for the first year shall be \$35,000.

The attached Schedule A sets forth the salaries for each year through 2012.

Section 3.

Effective on January 1, 2009, holiday pay shall be paid with and become a part of the regular periodic salaries for all purposes under the Collective Negotiations Agreement, as modified. The salary schedule attached as Schedule A is inclusive of such holiday pay commencing in 2009.

Effective on January 1, 2009, previous options of using Holidays as time off or Banking Holidays for retirement purposes are no longer available. Any Officer with Holidays banked prior to December 31st, 2008, will retain the options noted in <u>Article XXXIV Section B</u> of contract dated January 1, 1998.

Section 4.

Effective on January 1, 2009, all active duty officers (but excluding retired officers) shall contribute bi-weekly to the cost of medical insurance premiums through payroll deductions. The amounts to be contributed shall be as follows: 2009 - \$30.00 per bi-weekly check; 2010 - \$33.00 per bi-weekly check; 2011 - \$36.00 per bi-weekly check and 2012 - \$39.00 per bi-weekly check.

Section 5.

Effective on January 1, 2009, each officer shall be entitled to one 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 shift needed off, except in emergent situations. In the event of emergent situation, then and only then must the officer give the reason for the use of the personal day. Use of a personal day cannot be denied, even if it causes Department overtime. The personal day cannot be used on any of the holidays which are recognized generally by the Borough for other Borough employees.

Section 6.

Effective on January 1, 2009, each officer may, in his discretion elect to opt out of the health insurance program provided by the Borough. If an officer opts out, he/she will receive a \$4,000 stipend annually and may opt back in during the

annual open enrollment period for the next succeeding year. The stipend shall be paid in a lump sum on or about January 1st in each year. In the event that an officer opts out pursuant to this Section 6, his/her contribution to health insurance premiums pursuant to Section 4 hereof shall terminate prospectively as of the date of the opt out.

Section 7.

With respect to bereavement leave, grandparents in-law shall be added to the three-day leave provision. A one-day bereavement leave will be granted for aunts, uncles, nieces, nephews and first cousins. The one-day leave will only be granted if the funeral service or wake occurs on a scheduled workday.

IN WITNESS WHEREOF, the parties have executed this Contract Modification and Extension Agreement at Hillsdale, New Jersey on this 23rd day of September, 2008.

ATTEST:	BOROUGH OF HILLSDALE BERGEN COUNTY, NEW JERSEY		
	HILLSDALE PBA LOCAL 207		

Schedule A

	<u>1/1/09 - 12/31/09</u>	<u>1/1/10 - 12/31/10</u>	<u>1/1/11 - 12/31/11</u>	1/1/12 - 12/31/12
<u>Training - 6 Months</u>	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00
First Year or 2nd 6 months of Training Year	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
Second Year	\$49,353.00	\$51,302.00	\$53,329.00	\$55,435.00
Third Year	\$56,820.00	\$59,064.00	\$61,397.00	\$63,823.00
Fourth Year	\$63,289.00	\$65,789.00	\$68,388.00	\$71,089.00
Fifth Year	\$70,722.00	\$73,516.00	\$76,419.00	\$79,438.00
Sixth Year	\$78,152.00	\$81,239.00	\$84,448.00	\$87,784.00
Seventh Year	\$86,194.00	\$89,599.00	\$93,138.00	\$96,817.00
Eighth Year	\$104,051.00	\$108,161.00	\$112,433.00	\$116,874.00
<u>Sergeants</u>	\$113,178.00	\$117,649.00	\$122,296.00	\$127,126.00