

Contract no. 859

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 23 1992

RUTGERS UNIVERSITY

AGREEMENT

Between

BOROUGH OF ATLANTIC HIGHLANDS

and

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATIONS,
ATLANTIC HIGHLANDS, N.J.
LOCAL NO. 242**

TERM OF CONTRACT: January 1, 1990 - December 31, 1992

**APRUZZESE, McDERMOTT, MASTRO & MURPHY
A Professional Corporation
Somerset Hills Corporate Center
25 Independence Boulevard
P.O. Box 112
Liberty Corner, NJ 07938
(201) 580-1776**

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. Box 112

LIBERTY CORNER, N.J. 07938

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AGREEMENT

THIS AGREEMENT, made this ^{November} 9th day of 1990, between the Borough of Atlantic Highlands, hereinafter referred to as the "Borough" or "Employer" and New Jersey State Policemen's Benevolent Association, Local 242, hereinafter called the "PBA".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

Marglin G. Green

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ARTICLE I
RECOGNITION

A. The Borough hereby recognizes the Borough of Atlantic Highlands P.B.A., Local 242 as the exclusive collective negotiations agent for all officers and men in the Police Department of the Borough, with the exception of Chief of Police, Charles Mazzarella and the Captain of Police, Timothy Duncan, pursuant to N.J.S.A. 34:13A-5.3.

B. The title of Policeman shall be defined to include the plural as well as the singular and to include males and females, and the use of the words employee, policemen or officer shall be intended to include all persons of the bargaining unit.

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ARTICLE II
MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement, unless otherwise provided for by law.

ARTICLE III
RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, and recognized as department policy shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

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ROCKFORD CORNER, E.A. TOWN

ARTICLE IV
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on April 15, 1992 or as soon thereafter as practicable, but not later than May 1, 1992, or as per P.E.R.C. rules and regulations. Any agreement so negotiated shall apply to all the duly certified members of the Unit, be reduced to writing, be signed by the authorized representatives of the Borough and the Association and be adopted by the Borough.

B. During negotiations, facts, opinions, proposals and counterproposals will be exchanged freely by the parties thereto. The Borough shall furnish the Associations' representatives with detailed information concerning the financial resources of the Borough.

C. Neither party shall have control over the selection of negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations at their individual expense. Clerical assistance may be provided by the Borough only during the period of actual negotiations.

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

E. Each party shall appoint a negotiating committee of not more than three persons, not including legal or negotiating representatives. Other members of each party may attend all meetings but not as part of the negotiating committee.

F. In all negotiation sessions, one person with authority to represent each side shall be present at the meeting. For this purpose the parties agree that no negotiation session shall begin unless the Association is represented by either its President or its Vice President and the municipal governing body is represented by either the Mayor or an elected Committeeman, or their representative appointed by the Borough Council to carry out negotiations. In addition to the persons required to begin negotiation sessions, either side may bring to the negotiations sessions any representatives it may choose, including but not limited to, their respective attorneys, negotiating representatives or the Borough Administrator.

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ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association shall be permitted to transact official Association business on Borough property at all reasonable times, provided that this shall not interfere with or interrupt normal Borough operations.

B. In accordance with the basic practice, the Borough shall grant the President of the Association at the direction of the Association or the President's representative (hereinafter referred to as his representative), such time as is necessary for him to conduct his responsibilities as President or his representative of the Atlantic Highlands P.B.A. Local 242, and he shall be paid for any time so spent if it is during his regular tour or work week. Included in this absence from duty with pay shall be attendance by the President or his representative at conventions and other regular or special meetings of the local County or State Policemen's Benevolent Association or other organizations approved by the Chief of Police or Borough Administrator in which the Atlantic Highlands P.B.A. has an interest.

C. Grievance Committee. The Borough shall permit members of the Association Grievance Committee (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances

in accordance with the Grievance Procedures set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department to its proper effectiveness. Only one (1) member of the Association Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Association Grievance Committee shall be permitted to confer with the Police Chief, or his designee, the Borough Administrator or the Police Commissioner, as more fully delineated in Article XX.

D. Convention Committee. The Borough agrees to grant the necessary time off without loss of pay to the President of the Local or his representative and two (2) other members of the Association selected as delegates to attend the State Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4. The Borough further agrees to grant the necessary time off without loss of pay to a delegate of the Local or his representative to attend any other State Convention. All members shall provide proof of attendance.

E. The Association shall have the right to conduct official P.B.A. meetings at reasonable times on municipal premises provided 24-hour notice is first given to the Employer by

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giving such notice to the Borough Administrator before the meeting is to begin. The Employer shall select an appropriate place, depending on the number of persons to attend as estimated by the Association. The Association shall not be required to identify the persons who are to attend the meeting nor may the meeting interfere with the ordinary conduct of the Police Department and that sufficient personnel will be available to have one patrol car on the road at all times during the course of any meeting.

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PHILADELPHIA, PA. 19106

LIBERTY CORNER, N.J. 08038

ARTICLE VI
DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer, or any of its agents, or the Association, or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Association. The Employer shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE VII

RETIREMENT

Section 1. Members shall retain all pension rights under New Jersey law and ordinances of the Borough of Atlantic Highlands.

LAW OFFICES

ANTHONY J. MASTRO, M.D. DEBARTOLOTTI,

MASTRO & MURPHY

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25 INDEPENDENCE BOULEVARD

F.O. BOX 102

ATLANTIC HIGHLANDS, N.J. 08203

ARTICLE VIII
EXTRA CONTRACT AGREEMENT

The Borough agrees not to enter into any other Agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement consistent with N.J.S.A. 34:13A-5.3.

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ARTICLE IX

SICK LEAVE

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one and one-half (1-1/2) working days for every month of service. The amount of such leave not taken shall accumulate from year to year. The Employer reserves the right to extend sick leave.

B. An employee absent on sick leave shall report his absence as soon as possible prior to the start of his shift, except where emergent circumstances would prevent the employee from doing so.

C. Absence from employment due to any service or job-connected illness or injury shall not be charged against current or accumulated sick leave.

Officers will be paid their regular pay rate for a period of the duration of the disability to 52 weeks beginning on the first day of any injury or service-connected disability. Any temporary disability benefits paid by Workmen's Compensation, or any other income received from coverage provided by the Borough, covering that 52-week period, or any extension granted, will be paid to the Employer.

D. Sick leave may be extended and paid by the Employer beyond the amount accrued by the employee at the sole discretion of the Employer.

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E. In the event a disagreement should arise between the members of the Association and the Employer with respect to the existence or extent of disability or illness, such issue shall be determined by the employee submitting a report from his own physician. If this report is not acceptable to the Employer, the Employer shall have the employee examined by a physician of the Employer's choice.

In the event the parties do not agree upon the opinions of these doctors, the employee shall be examined by a physician mutually agreed upon by the parties. The results of these examinations will be submitted to the parties for evaluation.

In the event there shall be a disagreement between the parties as to the results of the physicians' examinations, it shall not be subject to the regular grievance procedure and no court or agency shall be resorted to by the parties prior to submission of the matter to arbitration. Disagreement concerning the physicians' opinions shall be submitted directly to arbitration in accordance with the terms of this Agreement.

F. Employees shall receive compensation for 1/2 accumulated sick time and all holiday time at the time of retirement at the rate of pay currently in effect at the time of retirement.

G. Should an officer, at the time of his separation from service for medical reasons have accumulated but not used sick leave, he shall receive fifty percent (50%) of his sick leave. He shall be paid for fifty percent (50%) of his accumulated

sick leave and holiday time at the same rate of pay as he is earning at the time of his separation from service.

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ARTICLE X

HOURS

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continually throughout the seven day week and that the standard work week shall consist of 40 hours of work within said standard work week.

B. Each tour of duty shall be for eight (8) hours of work.

C. Shift assignments for each officer shall be made uniformly as others are made in his Division and no officer shall be discriminated against in terms of his rotation of the shift assignments.

D. Every effort will be made to see that there shall be at least two officers on duty at all times.

E. In the event any person or organization requests the Borough to supply security personnel for events or functions for a fee, the Borough shall first offer, on a non-discriminatory basis, the work to the regular police officers before offering the work to any other persons.

F. If there is no supervisory personnel on a shift, the senior patrolman shall assume the duties of a sergeant and shall be paid at a sergeant's base rate of pay.

G. In the event of a court decision rendering SCHEDULING a negotiable item, the Borough agrees to enter into negotiations with the PBA on this matter.

ARTICLE XI

OVERTIME

A. The Employer agrees that overtime consisting of time and one-half (1 1/2) shall be paid to all members of the bargaining unit covered by this agreement for hours worked in excess of the normal work day of eight (8) hours and for any normal work week in a seven (7) day period of more than forty hours (40), service school attendance, range time, and department meetings. An employee may elect to receive overtime in either cash or in compensatory time off. Both the cash and compensatory time off shall be accumulated at the rate of time and one-half.

B. Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Chief of Police or the officer in charge of the shift.

C. Any additional time beyond the tour as defined herein shall be paid at the rate of time and one-half (1-1/2) time. In the event an employee is required to work fifteen (15) minutes or more of overtime, he shall be paid as though he had worked one-half (1/2) hour. If he is obligated to work more than forty-five (45) minutes but less than one (1) hour, he shall be paid as though he had worked an hour. For any portions thereafter, time will be compensated in the manner described above.

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D. In the event a member of the bargaining unit is called into duty other than his normal assignment, he shall be paid overtime at the time and one-half (1-1/2) time for all time worked during such period but in no such case shall be paid for less than four (4) hours.

E. Any employee, whose presence shall be required in any court relating to the Borough, including County, Superior or in any administrative hearings in the Department of Motor Vehicles, at a time other than when he is on duty, shall be paid for that time at the rate of time and one-half (1-1/2) time, but in no such case shall be paid for less than 2 hours. This shall include officers responding to their own complaints, as witnesses at the direction of their superior officers or of the Chief of Police, and in response to subpoenas from any court (or attendance in court) in lieu of subpoena arranged by either the prosecutor's office, superior officers of the department, the Chief of Police, or attorneys representing parties in civil litigation or criminal prosecution or defense, or administrative hearings. Every effort shall be made to schedule Municipal Court hearings during duty hours.

F. When members are required to use their personal vehicles to attend any court or administrative agency, with the exception of Municipal Court, he shall receive a \$.25 per mile reimbursement.

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G. Members who attend any court or administrative agency, with the exception of Municipal Court, shall receive a \$7.00 lunch allowance, tolls and, if parking is necessary, upon return of a receipt they shall be reimbursed.

H. Whenever members are required to use their personal vehicles for police business, the Borough agrees to provide full insurance coverage for the member and his vehicle, over and above employee's primary insurance policy.

Whenever members are required to use their personal vehicles for police business and said vehicle is damaged, the Borough agrees to pay the first \$500. of the amount of damage.

I. The Borough agrees to deduct the monthly dues from the pay of those employees who individually authorize, in writing, that such deduction be made. The amounts to be deducted shall be certified to the Borough by the Union, and the deductions of the employees shall be remitted together with an itemized statement to the Union of an agreed upon day of each month after such deductions are made.

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ARTICLE XII

VACATIONS

A. All members shall receive the following vacation per annum:

Hire to end of first year	Five days each six (6) months
Second year through fourth year.....	Ten days (working days off)
Fifth year through end of ninth year...	Fifteen days (working days off)
Tenth year through end of fourteenth year.....	Twenty days (working days off)
Fifteenth year to end of nineteenth year.....	Twenty-five days (working days off)
Beginning Twentieth year.....	Twenty-Five working days plus one day for each additional year over nineteen years, not to exceed thirty days.

B. Members may select up to two consecutive weeks off (ten working days) during any part of the year with the exception of the 4th of July when no vacations may be taken.

C. It is understood that the vacation shall begin following the members last day off.

D. No more than two patrolmen may be on vacation at the same time.

E. No more than one Superior Officer may be on vacation at the same time.

F. Compensatory time may be added to vacation time with the approval of the Chief of Police.

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ARTICLE XIII

HOLIDAYS

A. The following shall be recognized as holidays under this agreement:

New Year's Day	Easter Sunday
Martin Luther King Day	Lincoln's Birthday
Memorial Day	Independence Day (July 4)
Columbus Day	Labor Day
Christmas Day	Thanksgiving Day
Washington's Birthday	Veteran's Day

B. Effective January 1, 1991, Good Friday shall be added to those holidays set forth in Section A.

C. Employees shall be entitled to (3) Personal Days per year in addition to the holidays authorized in Section A of this Article. Employees will be paid straight time for any unused Personal Days not taken. Personal Days shall be scheduled as far in advance as possible, no less than five (5) days in advance.

D. Two compensatory days per year will be given each member of the bargaining unit for the duration of the contract, to be taken with the approval of the Chief of Police.

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ARTICLE XIV
DEATH IN FAMILY

A. Every employee shall be granted four (4) days leave with pay upon the death of a member of his immediate family. Such leave shall be from the day of death up to and including the day of burial. Family shall include spouse, children, parents, brothers, sisters and spouse's parents. If additional time is needed, vacation, sick leave or accumulated leave may be used at the discretion of the Chief of Police.

B. In the event of the death of any relative other than those listed in Section A, an appropriate amount of time as deemed necessary by the Chief of Police shall be granted from the employee's sick leave, vacation time or accumulated time.

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ARTICLE XV
EXCHANGE OF DAYS OFF

A. Members may exchange tours of duty, days or hours off with each other provided such exchange will not result in overtime claims by either party to the exchange and further provided it be approved by the Chief of Police.

B. The member who is to work the shift in an exchange is responsible for either getting someone to work for him or paying for someone to cover the shift in the event he cannot work it.

C. Maximum limit of two (2) consecutive days may be exchanged.

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ARTICLE XVI

SALARIES

A. Each member of the bargaining unit shall receive the following increases which shall be exclusive of any increment to which the member may be entitled:

January 1, 1990 8%
January 1, 1991 7-3/4%
January 1, 1992 7-1/2%

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ARTICLE XVII

MEDICAL AND HOSPITAL INSURANCE AND DENTAL PLAN

A. The Employer will, at no cost to the employee, provide Blue Cross-Blue Shield Medical and Hospitalization insurance, 14/20 Series or equal, for the member and his family.

B. The Employer will, at no cost to the employee, provide a Dental Plan for the member and his family.

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LAURENS CORNER, N.C. 27550

ARTICLE XVIII
CLOTHING ALLOWANCE

A. The Borough shall provide to the employee a clothing allowance of Eight Hundred (\$800.00) Dollars in cash for the year 1990, Eight Hundred Seventy-Five (\$875.00) Dollars in cash for the year 1991, and Nine Hundred Seventy-Five (\$975.00) Dollars in cash for the year 1992.

B. In the event of a uniform change ordered by the Department or the Borough Committee which results in the expenditure of an amount in excess of \$100.00 per officer, the Borough shall pay all amounts in excess of said \$100.00 per officer.

C. In the event a member's uniform or equipment is damaged in the line of duty, the Borough will replace or repair the same at the Borough's expense.

ARTICLE XIX

FALSE ARREST AND LIABILITY INSURANCE

A. The employer will keep in effect to cover each employee in the performance of his duty or for any litigation instituted contending to arise in the performance of the officer's duties, the amount of false arrest and liability insurance which shall provide for One Million (\$1,000,000.00) Dollars per incident of exposure. One Million (\$1,000,000.00) Dollars aggregate.

B. Since employees of this department are required by accepted tradition and policy to be armed 24 hours a day and to volunteer to suppress criminal acts and take other law enforcement responsibilities at all times whether on regular duty assignment or not, the employer agrees to obtain such false arrest and liability insurance coverage in a contract of insurance which shall provide coverage to the employee for acts occurring in pursuit of this policy beyond regular duty assignment and in the event such insurance is not obtained, the Employer agrees to provide legal defense for an employee against whom a civil claim or a suit is instituted and indemnify the employee for any damages other than punitive damages awarded to a claimant. Any policy of insurance obtained in accordance with this provision shall be delivered to the employee bargaining unit Executive Committee for examination and approval.

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C. The Employer agrees to retain attorneys to defend any officers against whom charges are made by other than superior officers or against whom civil actions are instituted or criminal prosecutions begun which the insurance carrier alleges are deemed not to be covered by the policy provided such actions were not in the line of duty. Such attorneys shall be as are acceptable to the officer involved and shall be paid the reasonable value of services rendered in accordance with the employment agreement with the officer, with the exception that attorneys' fees for criminal defenses shall not be paid in the event of an unreversed conviction.

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ARTICLE XX
GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Association and members as quickly as possible, so as to assure efficiency and promote membership morale.

2. A grievance is defined as an alleged violation of this Agreement.

3. The aggrieved shall institute action in writing under the provision hereof within fifteen (15) calendar days of the occurrence complained of by filing said writing with the Chief of Police of the Department of Police of the municipality. Failure to act within said fifteen (15) days, shall be deemed to constitute an abandonment of the grievance.

All grievances shall be processed as follows:

(a) They shall be discussed with the members involved, with the Chief of the Department, or any representative designated by him. An Answer shall be made to the aggrieved within ten calendar days after the matter is discussed in full by the Chief or his designated representative with said aggrieved.

(b) If the grievance is not settled through Step (a), the same shall be reduced to writing by the aggrieved within fifteen (15) days of receipt of answer under Section A above and submitted to the Borough Administrator or any person

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designated by him and the answer to such grievance shall be in writing within ten days after receipt of the same by the Borough Administrator.

C. If the grievance is not settled through Step (b), the same shall be referred to the Mayor and Borough Council within ten (10) days and the Mayor and Council shall answer such grievance within ten (10) days of receipt of same.

D. If the grievance is not settled through Step (c) the same shall be submitted to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The cost of the arbitration shall be shared equally by the parties. The arbitrator shall not amend, modify or annul any provisions of this agreement. Arbitration shall be limited to those issues or disputes which arise as a result of an alleged breach of this contract.

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11th Floor

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ARTICLE XXI
COMMENDATION

Members shall be permitted to wear PBA commendation insignia on their uniforms. The PBA shall be allowed to make any awards at a regular Borough Council meeting.

ARTICLE XXII

DISCHARGE AND SUSPENSION

A. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article XX entitled "Grievance Procedure".

B. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee, a copy of such charges shall be forwarded to the President of the Association within five (5) Working days after any such action against said employee is taken by the Employer.

C. This Article does not apply to probationary employees.

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ARTICLE XXIII

VACANCIES AND PROMOTIONS

A. All vacancies which occur shall be advertised by posting on the bulletin board leaving sufficient time for anyone wishing to apply to submit an application.

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A PROFESSIONAL CORPORATION

270 BETHESDA BOULEVARD

F. O. BOX 112

BETHESDA, CALLED, N. C. 27804

ARTICLE XXIV

LONGEVITY

A. Each employee shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

1 9 9 0

\$ 325 for each five (5) years of continuous service.
\$ 650 for each ten (10) years of continuous service.
\$ 975 for each fifteen (15) years of continuous service.
\$1,300 for each twenty (20) years of continuous service.

1 9 9 1

\$ 475 for each five (5) years of continuous service.
\$ 800 for each ten (10) years of continuous service.
\$1,125 for each fifteen (15) years of continuous service.
\$1,450 for each twenty (20) years of continuous service.

1 9 9 2

\$ 575 for each five (5) years of continuous service.
\$ 900 for each ten (10) years of continuous service.
\$1,225 for each fifteen (15) years of continuous service.
\$1,550 for each twenty (20) years of continuous service.

B. Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

LAW OFFICES

APROZZESE, McDERMOTT,

MASTRO & MURPHY

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25 INDEPENDENCE BOULEVARD

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ARTICLE XXV

TERMINAL LEAVE AND TERMINAL PAY

Any employee whose employment is terminated, shall be entitled to compensation for all vacation and compensatory time accrued to that date.

If the employee leaves employment prior to the retirement, his holiday and vacation time will be computed in accordance with the time in service.

LAW OFFICES

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ARTICLE XXVI
LIFE INSURANCE

The Borough shall provide life insurance for each member in the amount of \$25,000.00, in addition to the employee's pension plan insurance and government insurance and any other existing supplementary governmental and private insurance and pension plans paying benefits.

Law Offices

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ARTICLE XXVII
EDUCATIONAL INCENTIVE

A. Starting in 1981, the Employer agrees to pay to each employee of the department, in addition to his base salary, an additional incentive based upon the following table:

\$100 Associate Degree, Police Science

\$200 Bachelor of Science Degree, Police Science

\$400 Masters Degree, Police Science

B. The Employer agrees to pay each employee of the department for costs in accordance with the rules and regulations as set forth in Article XXVIII of this Agreement.

LAW OFFICES

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ARTICLE XXVIII

SCHOOLING

Section 1. Purpose. To set forth the conditions under which the Governing Council may authorize reimbursement to its employees of certain expenses incurred in the pursuit of educational courses.

Section 2. General. From time to time, occasions will arise when the education of an employee, at its own expense, will be of direct benefit to the Borough. This circumstance, then, provides the major criterion upon which approval of all applications will be based; i.e., will the course of study to be undertaken be of direct benefit to the Borough?

Section 3. The following conditions shall be met:

A. All permanent Borough employees are eligible to apply for reimbursement of educational expenses beginning with the second year of their employment.

B. Application must contain:

1. Name.
2. Position of employment.
3. Name of course for which application is made.
4. Duration of course.
5. Location at which course will be given.
6. Outline of applicant's educational background.
7. Outline of expenses for which reimbursement is requested.

8. Previous courses for which reimbursement has already been provided by the Borough.
9. Length of employment with the Borough.
10. Number of years until eligible for retirement, if within three years of retirement employee will not be eligible for reimbursement.
11. Outline of benefits that will accrue to the Borough as a result of completion of this course.

C. Expenses for which reimbursement may be claimed are defined as follows:

1. Tuition
2. Registration fees
3. Books and lab material

D. Applications will not be considered from applicants who have less than one year of employment and less than three years before eligibility for retirement.

E. Application must be submitted to the Borough Administrator at least thirty (30) days prior to start of a course and must be approved by department head. Borough Administrator will then recommend approval or disapproval to Borough Council.

F. It is to be emphasized that this policy is not an invitation to Borough employees to pursue their personal educational goals at Borough expense. Rather, it is intended solely as a means of enabling employees to provide efficient

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and effective service. Applications should be submitted in this spirit and will be considered only upon this basis.

G. The course of study must be job related.

H. Employee is to be paid upon completion of course and approved certification.

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ARTICLE XXIX

MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal Statutes Regulations. Any difference between the military pay and the employee's pay shall be paid to the Employer.

ARTICLE XXX

MISCELLANEOUS

A. Whenever a member suffers a loss or damage to personal property resulting from police action taken by him, he shall be reimbursed for the cost of his loss or damage, cost will not exceed \$500.00. The employer shall be entitled to have the employee complete all appropriate forms and to submit acceptable proof of loss. Personal property is defined as follows:

1. Eyeglasses/contact lenses
2. Watches
3. Wedding rings
4. Pen/pencil sets
5. Dentures/dental work not covered by insurance plan
6. Religious chain/medals

ARTICLE XXXI

POLICEMEN'S BILL OF RIGHTS

A. Members of the Force hold a unique status as policemen in that the nature of their office and employment involves the exercise of a portion of the police powers of the Municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigation by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The questioning of a member of the Force shall be at a reasonable hour, with the light of all circumstances involved, preferably when the member of the Force is on duty;

(2) The member shall be informed of the nature of the investigation before any questioning commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the force is being interrogated as a witness only, he will be so informed at the initial contact;

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;

(4) The questioning of the member shall not be recorded;

(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. Nothing here shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

(6) If a member of the Force is under arrest or likely to be, that is, 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;

(7) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations, or is about to be so charged, he shall be afforded an opportunity to consult with counsel or P.B.A. representatives before any further interrogation;

C. An employee may request to see his personnel file upon reasonable notice to Employer. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall be come part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Atlantic Highlands Police Department.

E. Disciplinary charges must be brought within thirty (30) days from the date the alleged infraction became known. Failure to charge within thirty (30) days shall act as a bar to the bringing of charges.

F. No policeman will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie-detector devices in internal investigation unless the employee requests the same.

G. Upon request, a policeman will have the right to be accompanied by counsel or any other person of the policeman's choosing during the entire interrogation of the member by the Borough.

ARTICLE XXXII

SAVING CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

LAW OFFICES
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MASUO & MURPHY
3 PROFFENBURG CORPORATE
125 INDEPENDENCE BOULEVARD
1ST FLOOR
LIBERTY CROSSING, N.J. 07038

ARTICLE XXXIII

CREDIT UNION

Each member shall have the right to have deducted from his paycheck, if so desired, an amount not to exceed four (4) payroll items.

ARTICLE XXXIV
DURATION OF AGREEMENT

This agreement shall become effective on January 1, 1990 and shall terminate on December 31, 1992. All provisions contained herein shall be retroactive to the effective date of this agreement, unless otherwise stated herein. This Contract shall remain in effect until a new Contract is negotiated.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

HIGHLANDS

BOROUGH OF ATLANTIC

ATTEST:

Marilyn G. Green
BOROUGH CLERK

BY: _____

[Signature]
MAYOR

NEW JERSEY STATE PBA
ATLANTIC HIGHLANDS LOCAL 242

ATTEST:

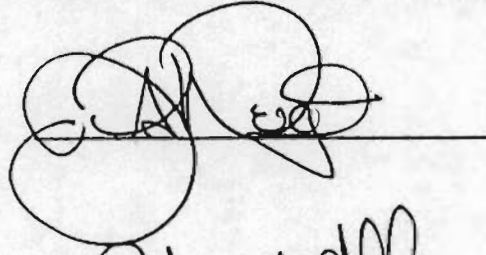
[Signature]

BY: _____

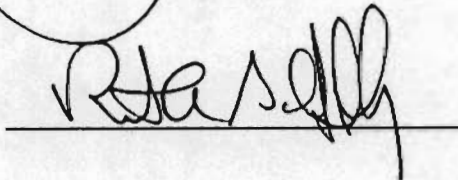
[Signature]

sick leave and holiday time at the same rate of pay as he is earning at the time of his separation from service, ~~not to exceed sixty (60) days.~~

PBA LOCAL 242

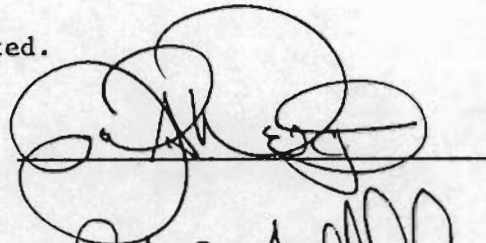


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** New contract page to be inserted.

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