

Contract no. 829

AGREEMENT

between

THE BOROUGH OF HIGHLANDS

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

SANDY HOOK LOCAL NO. 48

covering

Effective January 1, 1990 through December 31, 1992

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ARTICLE 1: RECOGNITION

1. The employer hereby recognizes the aforementioned Policemen's Benevolent Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all its patrolmen, probationary patrolmen, sergeants, lieutenants and captains in the Police Department in Highlands, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE 2: GRIEVANCE PROCEDURE

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms or conditions of employment of a member of the unit and/or the interpretation meaning or application of any of the provisions of this Agreement.

2. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise, affecting the welfare or terms and conditions of employment of a member of the unit. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with any appropriate member of the Borough and having the grievance adjusted without intervention of the unit.

4. An officer with a grievance shall first discuss it with his immediate supervisor with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his grievance by his immediate supervisor, or no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the member of the Borough Council who is the Chairman of the Police Committee. Within ten (10) days after receiving the written grievance the Chairman of the Police Committee shall refer it to the Chief of Police for investigation and recommendation. Within ten (10) days after it is referred to him, the Chief of Police shall submit a written recommendation with respect to the aforesaid grievance to the Chairman of the Police Committee. Thereupon and within five (5) days after receipt of said recommendation, the Chairman shall call a meeting of the Police Committee, or of the entire governing body to be in the best interest of both parties. At such meeting an aggrieved person shall be heard and within five days (5) after such a meeting, a decision shall be rendered on the disposition of the grievance.

5. If the aggrieved person is not satisfied with the disposition of his grievance, he shall be entitled to a right of appeal as provided by law.

6. Any party and interest may be represented at all stages of the grievance procedure by himself or at his option by a representative elected or approved by the PBA, and/or an attorney of his own selection.

7. No reprisals of any kind shall be taken by the Borough against any party and interest or any member of the PBA or any other participant in the grievance procedure by reason of such participation.

8. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties and interests and their designated or elected representatives heretofore referred to in this Article.

9. Arbitration. Beginning with the contract year January 1, 1980, within two (2) weeks of the transmittal of the written answer by the Police Committee or Borough Council, if the grievance is not settled to the satisfaction of both parties, either party to the grievance may request that the grievance be submitted to binding arbitration as hereinafter set forth.

10. Either party may submit their grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their rules and regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance and his decision shall be final and binding to both parties.

ARTICLE 3: HOLIDAY PAY.

1. The employees covered by this agreement shall receive eleven (11) paid holidays. The following holidays are the said holidays:

New Years Day	Labor Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Christmas
Independence Day	

Any additional holidays given to Borough employees in 1988 or 1989, police employees shall receive the same. All holiday pay shall be paid to the employee by November 15 of each year.

2. Every employee shall receive eight hours of extra pay for each of the above holidays in addition to his full weekly pay for the week in which the holiday appears regardless as to whether or not the employee works on the holiday involved.

ARTICLE 4. SALARIES

1. Effective January 1, 1990, the salary schedule for all officers recognized as being represented by the PBA shall be an amount equal to the December 31, 1989 salary plus a four percent (4%) per annum increase.

2. All salaries shall be increased by eight percent (8%) per annum on July 1, 1990, January 1, 1991, and January 1, 1992.

3. Overtime shall be paid at the rate of time and one half.

4. All overtime including court time shall be submitted by the Chief of Police or his designated agent to the Borough Administrator on the fifth and twentieth day(s) of the month and shall be paid to the employees on the next regularly scheduled payday after submission.

5. Any employee who is asked to return to work during periods other than his/her regular scheduled work time shall be guaranteed not less than three (3) hours call-in pay regardless of the number of actually worked hours.

6. Payment by the employer of salary increase retroactive to January 1, 1990 shall be made by separate check to the employee within thirty (30) days of ratification of this Agreement by both parties.

ARTICLE 5. RETENTION OF BENEFITS

1. The provisions of all municipal ordinances and resolutions applicable to the Police Department except as specifically modified herein, shall remain in full force and effect during the time of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE 6. LEGAL AID

1. The employer will provide legal assistance to all personnel covered by this Agreement as provided by the Statutes of the State of New Jersey.

2. Counsel fees for the representation of Police Officers who have been charged with offenses which are within the exclusive jurisdiction of the municipal court shall be governed by a fee schedule set by the borough attorney and the attorney for the PBA which in turn will regulate the amount of money the employer will provide for defense in municipal court.

3. Where a police officer has been charged with a criminal offense, and has later been exonerated, the officer shall make a written request to that particular incident, at the borough's expense, within ninety days (90) of being exonerated. After receiving this notice to expunge, the borough attorney shall have ninety days (90) within which to undertake the expungement proceeding. If the borough attorney fails to expunge the police officer's record within the aforementioned prescribed time period, then the police office, after giving fifteen days (15) notice by Certified Mail, Return Receipt Requested, to the business administrator of the Borough of Highlands, can retain his own counsel to expunge his record at the expense of the borough, unless the borough remedies its neglect within the fifteen days (15) notice period.

ARTICLE 7. DISCRIMINATION OR COERCION

1. There shall be no discrimination, interference or coercion by the employer or any of its agents, against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the PBA will discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 8. SAVINGS CLAUSE

1. In the event any Federal or State Legislation, Governmental Regulation or binding Court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalidated provision.

ARTICLE 9. HOURS OF WORK AND OVERTIME

1. The work day shall consist of not more than eight consecutive hours in a twenty-four hour period except as mutually agreed to by the parties in writing.

2. Effective January 1, 1990 and continuing through the duration of the contract, all members of the department shall work a schedule which provides for five days on duty, two days off, five days on duty, two days off, and five days on duty, three days off. This work schedule shall rotate each period.

3. All work in excess of eight hours per day shall be paid at time and one half.

4. All employees covered by the contract will continue the right of first refusal on a rotating seniority basis for overtime duty. Once the officer whose right it is to select an available overtime shift chooses to accept or not accept an overtime shift, the right to select the next overtime shift passes to the next senior man. The rotation will continue during the entire life of this contract. When all officers have had a chance to select overtime shifts, the rotation will revert to the senior man covered by this contract and continuing as specified above.

5. If an employee utilizes one or more sick days within a given work period, then that employee shall not be entitled to credit for voluntary overtime worked during that period until the hours actually worked exceed the aforesaid sick time.

This limitation shall not apply in instances where the employee is directed by his superior, or the person in charge of scheduling, to work the overtime hours.

ARTICLE 10. UNIFORM ALLOWANCE

1. Each officer shall be paid an annual sum for the duration of this contract, said sum representing a uniform purchase allowance. Checks for the payment of uniforms shall be drawn to the order of the officer and paid within 30 days of the adoption of the final budget.

\$430.00 - 1990
\$450.00 - 1991
\$480.00 - 1992

2. In the first week of December for the duration of the contract, the borough shall make to each officer a separate cash payment for uniform maintenance allowance.

\$335.00 - 1990
\$375.00 - 1991
\$415.00 - 1992

3. The Borough shall reimburse an employee for any required article of clothing or equipment issued by the employer and damaged while the employee is on duty.

ARTICLE 11. LONGEVITY

1. Commencing January 1, 1990, after the first five years of employment, for each five years thereafter, the officer shall enjoy a three (3%) percent longevity payment as presently administered to a maximum amount of \$2,200.00 per year on the following schedule and \$3,000.00 per year after January 1, 1991:

0 - 05 years	0% longevity
6 - 10 years	3% longevity
11 - 15 years	6% longevity
16 - 20 years	9% longevity
21 years or over	12% longevity

Years are to be calculated from anniversary date of employment.

2. After fifteen (15) years of service, an officer's base salary shall be determined for the year in the following manner:

His base salary for the rank he holds during the year and the longevity increment which he is entitled to.

ARTICLE 12. COURT TIME

1. Beginning January 1, 1990 for the duration of this contract, if an employee is required to appear in any Court, judicial or administrative proceeding other than the Municipal Court of the Borough of Highlands, in connection with his duties in the department on his day off, time off, or vacation day, he shall be paid for the hours so spent at the rate of time and one half.

2. If an employee is required to appear in the Municipal Court of the Borough of Highlands in connection with his duties in the Department of his day off, time off or vacation day, he shall be paid the sum of twenty two dollars (\$22.00).

ARTICLE 13. INSURANCE

1. For the duration of this contract, beginning January 1, 1990 the employer shall provide each member with an accidental death life insurance policy in the amount of \$100,000.00 for work connected accidents resulting in death.

ARTICLE 14. MEDICAL INSURANCE

1. The employer shall pay and provide hospitalization for each and every employee covered by this Agreement by the Borough of Highlands Police Department and said policemen's eligible wife and children.

2. For the duration of this contract, the employer shall provide medical insurance consisting of Guardian Health Insurance as described in Schedule B annexed hereto, subject to pertinent state laws concerning community health plans which includes basic medical and surgical, Major Medical, Dental and Prescription plans, in like manner to other Borough employees.

3. The employer shall further provide the aforementioned insurance to the employee, spouse, and dependent children (in accordance with Blue Cross-Blue Shield regulations pertaining to dependent children) during his or her period of retirement.

4. Nothing contained herein shall affect the rights of the parties under the Worker' Compensation Statutes.

5. The Borough shall have the right to substitute new or different insurance coverage, providing the same is substantially similar to the existing plans in paragraph 2 above.

ARTICLE 15. VACATION TIME

1. Beginning January 1, 1990 and continuing for the duration of the contract, each employee shall be entitled to the amount of vacation time as set forth below, or the minimum amount of vacation provided by the applicable Civil Service Regulations, whichever amount is greater:

- 0 days for the first year of employment
- 5 days for the second year of employment
- 10 days for the third year of employment
- 1 day extra for each year over 5 years of employment

2. Beginning January 1, 1990 and for the duration of the contract, each employee shall be entitled to three (3) days personal leave provided he gives not less than 48 hours notice, unless shorter notice is approved by the shift commander.

3. Beginning January 1, 1990 and for the duration of the contract, the PBA agrees to open discussions with the Borough of Highlands if the Borough of Highlands feels that the use of vacation time is impairing the proper administration of the work schedule.

ARTICLE 16. SICK LEAVE

1. Every employee shall be entitled to the following amounts of sick leave:

- 0 days for the first year of employment
- 5 days for the second year of employment
- 10 days for the third year of employment
- 1 day extra for each year over three years of employment

2. If Civil Service Regulations promulgated by the New Jersey Department of Civil Service presently in effect, or as amended during the life of this contract, provide for sick leave in greater amounts than as set forth above, then in that event, the Civil Service Regulations shall be the controlling on parties to this contract. If the amount of sick leave provided for Borough employees not covered by this contract is greater than that set forth above, or by Civil Service Regulations, then that amount shall be controlling.

3. The aforesaid sick leave shall be effective retroactive to the date that each employee covered by this contract commenced employment with the Borough.

4. Upon the death of an employee, the benefits contained herein shall pass to the employee's estate and named beneficiary. This does not preclude the beneficiary from receiving any and all other death benefits as provided the the employee.

ARTICLE 17. SCHEDULING

1. Beginning January 1, 1990, and for the duration of this contract, both parties agree that work schedules shall be posted at least eight weeks in advance of the date of their implementation. Both parties also agree that these schedules are subject to change in emergency situations.

2. The employer agrees that prior to any change in the work schedule during the eight week period prior to the actual implementation, all reasonable attempt will be made to discuss changes with the particular employees involved.

ARTICLE 18. DEATH LEAVE

1. Each employee shall be entitled to four days off in the event of a death of a family member either in his immediate family or in the immediate family of his spouse. Even though the employee is entitled to take four days off, he has the option of taking one, two, three or four days off.

2. "Immediate Family" is defined as spouse, mother, father, sister, brother or child of the individual or spouse.

3. Said days off shall be taken in connection with the funeral of said deceased person.

ARTICLE 19. REIMBURSEMENT

1. Any police officer who uses his private vehicle performing official borough business, shall be reimbursed by the employer for such use of his vehicle at the rate of twenty (.20)cents per mile. The police officer will submit a voucher to the employer who shall make payment within thirty days after submission of said voucher.

2. Beginning July 1, 1990 and for the duration of this contract each employee covered by this contract shall enjoy reimbursement of tuition fees for college courses incurred with the following limitations:

- (a) No more than five (5) credits per semester at a cost not to exceed \$100.00 per credit.
- (b) Courses shall be police related and shall be approved by the Borough Administrator prior to registration.
- (c) Reimbursement shall be made to the employee within 45 days after successful completion of the approved course and submission of proof of same to the Borough Administrator.

ARTICLE 20. PAYMENT FOR TIME OUT DUE TO COMPENSABLE INJURY

1. The Borough shall pay the first thirty-two (32) weeks at full salary providing that the injury was determined to be compensable under the Workers' Compensation Law and further provides that such employees shall turn over any and all Workers' Compensation checks to the Borough of Highlands.

ARTICLE 21. MANPOWER

1. For each work shift there shall be at least two (2) officers for the entire shift. For the purpose of this paragraph, a probationary officer is to be considered as a regular police officer. Both parties further agree that the two-man work shift is subject to change in emergency situations, and all reasonable attempts will be made to discuss the changes with the particular employees involved.

ARTICLE 22. GOOD AND WELFARE

1. Beginning January 1, 1990 and for the duration of this contract the Borough of Highlands and the PBA agree to meet informally periodically to discuss item(s) pertaining to the Good and Welfare of the Borough of Highlands and the Highlands Police Department.

2. The Borough of Highlands and the PBA further agree that this Article is in no way to be construed as to undermine or circumvent the authority of the Chief of Police or his designated agent.

NO FURTHER ARTICLES

DURATION CLAUSE:

1. This Agreement shall become effective from January 1, 1990 and shall terminate on December 31, 1992, unless a successor Agreement is not reached prior to December 31, 1992 in which event this contract shall continue in full force and effect until such time as an Agreement is reached between the parties.

2. Both parties further agree to open negotiations for renewal of this contract by June 1 of the year in which the current contract expires.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 26th day of July, 1990.

BOROUGH OF HIGHLANDS

BY:

Raymond [Signature]
Borough Representative

NEW JERSEY STATE PBA
SANDY HOOK LOCAL #48

BY:

PT [Signature]
Police Representative

ATTEST:

Nina Light Flanner
NINA LIGHT FLANNER
Borough Clerk

SALARY SCHEDULE
1990, 1991, 1992

	Per Annum Salary as of 1/1/90	Per Annum Salary as of 7/1/90	Per Annum Salary as of 1/1/91	Per Annum Salary as of 1/1/92
Probationary Patrolman	19,964.29	21,583.03	23,309.67	25,174.44
Regular Patrol- man I (after completion of 1 year of service as probationary patrolman)	27,762.57	29,993.58	32,382.27	34,972.85
Regular Patrol- man II (with 2 years of prior service)	29,535.56	31,898.40	34,450.27	37,206.29
Regular Patrol- man III (with 3 years service)	33,079.40	35,725.75	38,583.81	41,670.51
Sergeant	34,963.50	37,760.58	40,781.43	44,043.94
Sergeant (with 15 years of service)	37,163.50	39,960.58	43,781.43	47,043.94
Sergeants Increment	150.00	150.00	150.00	150.00
Captain	36,847.62	39,795.43	42,979.06	46,417.38
Captain (with 15 years ser- vice)	39,047.62	41,995.43	45,979.06	49,417.38

SCHEDULE B

GUARDIAN/GARDEN STATE COMPREHENSIVE HEALTH PLAN HIGHLIGHTS

MUNICIPALITY OF HIGHLANDS

1. \$100 DEDUCTIBLE, 2 DEDUCTIBLES MAXIMUM PER FAMILY
2. 80% COVERAGE TO \$2,000 100% THEREAFTER
3. UNLIMITED LIFETIME MAXIMUM
4. \$50,000 GROUP TERM LIFE INSURANCE
\$100,000 GROUP TERM LIFEINSURANCE FOR POLICE OFFICERS
5. DEPENDENTS COVERED UNTIL AGE 23, 25 IF A FULL TIME STUDENT
6. 100% IN HOSPITAL COVERAGE, NO DEDUCTIBLE
7. 100% EMERGENCY ROOM COVERAGE, NO DEDUCTIBLE
8. \$3.00 PRESCRIPTION CARD
9. FULL DENTAL COVERAGE. INCLUDES ORTHODONTURE: \$50 DEDUCTIBLE,
\$1,000 PER YEAR MAXIMUM, 100% PREVENTIVE, 80% BASIC, 50%
MAJOR
10. COVERAGE PROVIDED TO ALL PHYSICIANS AND HOSPITALS
11. ONLY ONE CLAIM FORM PER YEAR NEEDED
12. OPTIONAL PREVENTIVE CARE: COVERS ALL EXAMS, TESTS,
INOCULATIONS, ECT.
13. FULL MATERNITY AND NURSERY CARE