

829

AGREEMENT

between

THE BOROUGH OF HIGHLANDS

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

SANDY HOOK LOCAL NO. 48

covering

Effective July 1, 1994 through June 30, 1997

FILE

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PREAMBLE

THIS AGREEMENT, effective as of the 1st day of July 1994, by and between the Borough and the Policemen's Benevolent Association, Local No. 48 hereinafter referred to as the "PBA", is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

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. A grievance, to be considered under this procedure, must be initiated in writing by the employee within thirty (30) days of its occurrence. If the matter is not grieved within thirty (30) calendar days of (a) its occurrence, or (b) of the grievant having knowledge of the action being grieved, it is not the subject of a grievance.

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 proceedings 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 member of the Borough, Police Committee, the Borough Clerk or Administrator 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 resolving 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 in 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 in 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 in interests and their designated or elected representatives heretofore referred to in this Article.

9. Arbitration. 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 PERC 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	

When any additional holidays or holiday related time off is given to Borough employees, 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.

ARTICLE 4: SALARIES

1. Effective July 1, 1994, the salary schedule for all officers recognized as being represented by the PBA shall be an amount equal to the June 30, 1994 salary plus \$2,300.00 per annum (the July 1, 1994, to June 30, 1995, contract year) increase in each member's base.

2. Effective July 1, 1995, the salary schedule shall increase by \$2,400.00 per annum (7/1/95-6/30/96) in each member's base.

3. Effective July 1, 1996, the salary schedule shall increase by \$2,500.00 per annum (7/1/96-6/30/97) in each member's base.

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

5. All overtime including court time shall be submitted by the Chief of Police on 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.

6. 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.

7. Payment by the employer of the salary increase retroactive to July 1, 1994 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 for expungement to the Borough Attorney, with a copy to the Mayor and Council, regarding that particular incident, which shall be undertaken at the borough's expense, within (90) days of being exonerated. After receiving this note to expunge, the borough attorney shall have ninety (90) days 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 renegotiate concerning any such invalidated provision.

ARTICLE 9: HOURS OF WORK AND OVERTIME

1. The workday 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 July 1, 1994, 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. For such overtime purposes "seniority" shall be defined as the senior member in rank of the absent member. 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 as follows:

\$555.00 - FY1995 (1st year of contract)

\$555.00 - FY1996 (2nd year of contract)

\$580.00 - FY1997 (3rd year of contract)

2. In the first week of December for the duration of the contract, the borough shall pay to each officer by separate check a uniform maintenance allowance as follows:

\$490.00 - FY1995 (1st year of contract)

\$490.00 - FY1996 (2nd year of contract)

\$515.00 - FY1997 (3rd year of contract)

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 July 1, 1994, after the first five years of employment, and for each five years thereafter, the

officer shall enjoy a three (3%) percent longevity payment as presently administered to a maximum amount of \$3,250.00 per year, in accordance with the following schedule:

0 - 5 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. Commencing July 1, 1995, the maximum longevity supplement per year shall be \$3,500.00. Commencing July 1, 1996, the maximum longevity supplement shall be \$3,500.00.

3. 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 July 1, 1994 for the duration of this contract, if an employee is required to appear in any Court, judicial or administrative proceeding in connection with 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. When required attendance, as aforesaid, there shall be a guaranteed minimum time of two hours overtime compensation.

ARTICLE 13: LIFE INSURANCE

1. For the duration of this contract, beginning July 1, 1994, 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 Cigna 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, employee's spouse and dependent children during his or her period of retirement, providing such benefit is not precluded by state or decisional law.

4. Nothing contained herein shall affect the rights of the parties under the Worker's 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 July 1, 1994 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 seven (7)

years of employment

2. Beginning July 1, 1994 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 July 1, 1994 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 by the employees.

ARTICLE 17: SCHEDULING

1. Beginning July 1, 1994 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: BEREAVEMENT 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 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, grandparent of the employee, 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-seven (.27) 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, 1994 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 \$150.00 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: INJURY LEAVE

A. Whenever an employee is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary, less such amounts as shall accrue or be paid to said injured member by Worker's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the Workers' Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by any Worker's Compensation Court or any other Court of competent jurisdiction shall be and remain the property of said employee and shall not be reimbursed to the employer.

B. The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term of fifty-two (52) weeks from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable, by reason of certification by a Borough Physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.

C. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined according to the provisions of state law.

ARTICLE 21: MANPOWER

1. For each workshift 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 workshift 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. 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.

ARTICLE 23: POLICE OFFICERS BILL OF RIGHTS

Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts 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 designated by the Chief of Police and the governing body.

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:

A. 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, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

B. The interrogations 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.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is

known that the member of the force is being interrogated as a witness only, he should be so informed at the initial account.

D. 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 reasonable necessary.

E. 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.

F. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

G. If a member of the force is under arrest or is 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.

H. In all cases, and at every stage of the proceedings in interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with his/her Association representative before being questioned and/or his/her counsel during the interrogation of a member of the force.

ARTICLE 24: PBA REPRESENTATIVE

The Employer recognizes the right of the PBA to designate representatives and alternates for the enforcement of this agreement.

The PBA shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the PBA shall include the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the PBA or its officers.

ARTICLE 25. AGENCY SHOP

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the PBA and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the PBA during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit monthly all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the PBA.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the PBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. The PBA will provide the necessary "check-off authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer.

D. The Employer will notify the Secretary-Treasurer of the PBA of the hiring of all employees, their addresses, birth date, classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the PBA within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into the employment within the unit shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be an amount up to eighty-five (85%) percent of the regular PBA membership dues, fees and assessments as certified to the Employer by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the PBA membership dues, fees and assessments. The PBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the PBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the PBA and the Employer.

F. The PBA hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13(A)-5.5 et. seq.

ARTICLE 26. PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the Borough Administrator's Office.

Any member of the Police Department shall have the right to review his personnel file on reasonable notice and at reasonable times.

Whenever a written complaint or any derogatory or negative material concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

ARTICLE 27. MANAGEMENT RIGHTS

A. The borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

1. 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, or 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. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection

therewith, shall be in conformance with this contract and the Constitution and laws of New Jersey and of the United States, and ordinances of the Borough of Highlands.

C. Nothing contained herein shall be construed to deny or restrict the borough of its rights, responsibilities and authority under Titles 11, 40, and 40A of the New Jersey Statutes Annotated, or any other national, state, county or local laws or ordinances.

NO FURTHER ARTICLES

DURATION CLAUSE:

1. This Agreement shall become effective from July 1, 1994 and shall terminate on June 30, 1997 unless a successor Agreement is not reached prior to June 30, 1997, 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 after January 1 of the year in which the current contract expires.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9th day of November 1994.

ATTEST:

Nina L. Flannery
NINA L. FLANNERY,
Borough Clerk

BOROUGH OF HIGHLANDS

BY: Richard C. Schwartz
RICHARD C. SCHWARTZ, Mayor

NEW JERSEY STATE PBA
SANDY HOOK LOCAL #48

BY: Wm. J. Armento
Police Representative

SALARY SCHEDULE
JULY 1, 1994 - JUNE 30, 1997

	Per Annum Salary as of 7/1/94	Per Annum Salary as of 7/1/95	Per Annum Salary as of 7/1/96
Probationary Patrolman	\$30,054.82	\$32,454.82	\$34,954.82
Regular Patrolman I (after completion of 1 year of service as probationary patrolman)	40,857.56	43,257.56	45,757.56
Regular Patrolman II (with 2 years of prior service)	43,319.33	45,719.33	48,219.33
Regular Patrolman III (with 3 years service)	48,241.74	50,641.74	53,141.74
Sergeant	50,858.45	53,258.45	55,758.45
Sergeant (with 15 years of service)	54,165.95	56,565.95	59,065.95
Sergeants Increment	150.00	150.00	150.00
Captain	53,475.16	55,875.16	58,375.16
Captain (with 15 years service)	56,782.66	59,182.66	61,682.66

SCHEDULE B
CIGNA HEALTH PLAN HIGHLIGHTS
BOROUGH OF HIGHLANDS

1. \$150 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 LIFE INSURANCE 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. \$5.00 (NAME BRAND PRESCRIPTIONS) \$0 GENERIC BRANDS
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. PREVENTIVE CARE: COVERS ALL EXAMS, TESTS. INOCULATIONS, ETC.
13. FULL MATERNITY AND NURSERY CARE.
14. NO CO-PAY FOR DR. VISITS
15. WELL CHILD CARE UNTIL AGE 4 -- NO LIMITS

Mrs. Howard offered the following resolution and moved its adoption:

R-94-219

RESOLUTION APPROVING AND AUTHORIZING SIGNING OF
EMPLOYEE AGREEMENT WITH
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,
SANDY HOOK LOCAL NO. 48

WHEREAS, the governing body has been involved in contract negotiations concerning the police collective bargaining agreement which expired on June 30, 1994; and

WHEREAS, the union (New Jersey State Policemen's Benevolent Association, Sandy Hook Local No. 48), together with representatives of the governing body, have negotiated at length the terms to be included in an agreement between the Borough of Highlands and the police employees subject to the terms thereof; and

WHEREAS, said agreement shall be made retroactive to July 1, 1994, and run for a total of three years; and

WHEREAS, the form of agreement attached hereto has been approved by the Mayor and Council on the recommendation of its negotiating committee;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Highlands that the attached agreement between the Borough of Highlands and New Jersey State Policemen's Benevolent Association, Sandy Hook Local No. 48, said contract to run from July 1, 1994, through June 30, 1997, inclusively, be and the same is hereby approved; and

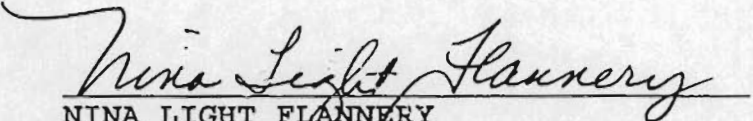
BE IT FURTHER RESOLVED that the Mayor and Borough Administrator are hereby authorized to sign the aforementioned agreement on behalf of the Borough of Highlands.

Seconded by Mayor Schwartz and adopted on the following roll call vote:

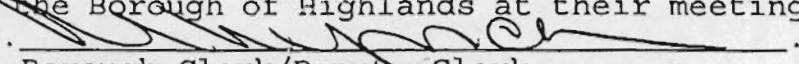
ROLL CALL:

AYES: Mr. Fitzgerald, Mr. Cosgrove, Mrs. Howard, Mayor Schwartz
NAYES: None
ABSENT: Mr. Rauen
ABSTAIN: None

Date: November 9, 1994


NINA LIGHT FLANNERY
Borough Clerk

I hereby certify that this is a true copy of a Resolution adopted by the Governing Body of the Borough of Highlands at their meeting held on November 9, 1994.


Borough Clerk/Deputy Clerk