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Mercer

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AGREEMENT, made as of the 1st day of January, 1984, by and between BOROUGH OF HIGHTSTOWN, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as "Employer", and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 283, Hightstown, New Jersey, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed officers, patrolmen and patrolmen detectives (hereinafter sometimes collectively referred to as "members" or "Employees") of the Department of Police of the Department of Public Safety of the Borough of Hightstown (Employer):

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer hereby recognizes the Association as the

X Jan. 1, 1984 - Dec. 31, 1984

sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for the purposes of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.02

The bargaining unit shall consist of all uniformed and non-uniformed officers, patrolmen and patrolmen detectives of the Department of Police of the Department of Public Safety of the Borough of Hightstown, New Jersey, now employed or hereafter employed, except the Lieutenant and the Chief of Police.

Section 1.03

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

Section 1.04

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each

of the parties. Unless otherwise designated, the Mayor and the Council of the Employer or their designee or designees, and the President of the Association, or his designee or designees shall be the respective bargaining agents for the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of the collective bargaining agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for any bargaining session.

Section 2.04

Ordinarily, not more than six (6) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III

CONDUCTING UNION BUSINESS
ON EMPLOYER'S TIME

Section 3.01

The Employer shall permit members of the Association's Grievance Committee (not to exceed three (3)) to conduct the

business of the Committee, which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police to its proper effectiveness.

Section 3.02

The Employer shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay for any period in excess of three (3) meetings on any renegotiation of this contract or any modifications or renewals thereof.

Section 3.03

The Employer agrees to grant the necessary time off without loss of pay to the members of the Association selected as delegates to attend any State or International convention of the New Jersey Patrolmen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.01

There shall be no discrimination, interference or

coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, sex, creed, color or national origin.

ARTICLE V

INJURY LEAVE AND SICK LEAVE

Section 5.01

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Policeman's Pension System. Any payments of temporary disability insurance by the Borough or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

Section 5.02

Employees and hereafter all persons becoming members of the police department shall accrue sick leave at the rate

of one (1) day per month of service with a maximum accumulation of one hundred twenty (120) days.

ARTICLE VI

HOURS OF EMPLOYMENT

Section 6.01

Normal hours of employment shall not exceed eight (8) hours in any twenty-four (24) hour period, nor forty (40) hours in any one week, nor six (6) days in any one week.

Section 6.02

The assignment of employees to scheduled shifts is recognized as a prerogative of the employer. Employees shall be given a seventy-two (72) hour notice of any changes in the posted work schedule except in an emergency situation.

The normal tour of duty shall continue as they are currently in force except as necessitated by emergency conditions.

Section 6.03

The official of the Employer having charge of the Department of Police may, in the case of an emergency as defined by the applicable Statutes of the State of New Jersey, summon and keep on duty any and all members of the Department as such emergency shall require. In such event the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department thus summoned or kept

on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined.

ARTICLE VII

COMPENSATION FOR OVERTIME

Section 7.01

Whenever any member of the Department of Police, in any work week shall be required, directed or authorized to work for any period in excess of the normal hours of employment as defined in Article VI, Section 6.01 herein, he shall be paid at the rate of time and one-half of his regular pay rate for all such overtime. Thus, if any employee shall be required, directed or authorized to work for more than eight (8) hours in any twenty-four (24) hour period he shall be paid overtime for such excess time regardless of the total number of hours worked during that week, and if he is required, directed or authorized to work for more than forty (40) hours in any one week he shall be paid overtime for such excess time regardless of the total number of days worked during that week.

Section 7.02

No employee shall be entitled to paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval

to be recorded and maintained with the records of the Department in form to be determined by the Chief of the Department of Police and the Commissioner of the Department of Police and approved by the Employer.

Section 7.03

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report in advance of the tour starting time and for the purpose of reportmaking at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen minute period prior to the commencement of a tour or for a fifteen minute period at the termination of a tour.

Section 7.04

Overtime wages shall be paid as part of the last pay period of the month during which said overtime wages were earned.

Section 7.05

The Chief of Police may hold a monthly meeting of the Department at a convenient time. Attendance at said meeting shall be required. Said meeting will be scheduled to occur on a fixed day of the month or on at least ten (10) days notice. No compensation will be paid for attendance at said meeting.

Section 7.06

Any officer required to report for duty after completion of a regular shift and prior to the start of his next regularly scheduled shift shall receive additional compensation for three hours at time and one-half.

Normal and routine shift rotations and changes and shift changes agreed upon between individual officers shall not entitle the officers to such additional compensation.

ARTICLE VIII

WAGES

Section 8.01

The compensation of all present members of the Borough Police Department shall be increased for 1984 by seven (7%) percent over the 1983 salary level, to a maximum of \$25,371.00 per annum for a top grade patrolman.

Sergeants pay for 1984 will be increased by seven (7%) percent over 1983 salary level.

Additional detective pay where applicable shall remain at \$650 per annum for 1984.

See Exhibit B attached for salary schedule.

ARTICLE IX

HOLIDAYS AND PERSONAL TIME

Section 9.01

The association agrees to recognize as paid holidays, the following; New Years Day, Presidents Day, Good Friday,

Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election, Veterans Day, Thanksgiving, Christmas. The annual amount of holiday pay is to be paid in two installments on June 1, and on December 1.

Section 9.02

It is recognized by both parties that by reason of Departmental business employees of the Department of Police are not able to be excused from working on such holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on such holidays, each employee of the Department of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular-working day.

Section 9.03

Employees shall be entitled to one day off with pay annually in recognition of their anniversary day of employment. It shall be taken during the calendar month in which the anniversary date falls and is to be recognized as an extra day off from the normal work week.

Section 9.04

Employees shall be entitled to one (1) day off with pay annually for the purpose of conducting business of a personal nature. Employee shall notify employer or its designated representative in writing at least forty-eight

(48) hours prior to the requested day of absence and such absence shall be subject to employers approval based upon manpower needs necessary to maintain shift strength in accordance with management requirements.

ARTICLE X

FUNERAL LEAVE

Section 10.01

Employees shall be entitled to funeral leave with pay from the date of death to the day of burial in the event of the death of a spouse, parent, mother-in-law, father-in-law, child, brother or sister; or on the day of burial in the event of the death of an aunt, uncle, nephew, niece, grandparents or other in-laws. Such leave shall not be chargeable.

ARTICLE XI

PENSIONS

Section 11.01

Employer shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice.

ARTICLE XII

VACATIONS

Section 12.01

a. Vacations shall be determined as of June 1 of each year.

b. All full-time employees shall receive vacations on the following schedule:

<u>Years of Service as of June 1</u>	<u>Days of Vacation</u>
Less than 1	1 day for each full month's employment up to 12 working days
1-4	12 working days
5-10	18 working days
Over 10	24 working days

c. The schedule of vacations shall be coordinated by the Chief of Police. Vacations shall be staggered so that efficient operation of the Police Department shall not be impaired.

d. Full-time employees may accumulate and carry over from year to year a maximum of six (6) days of vacation earned in their current year of employment. Unused vacation time in excess of the maximum accumulation shall be forfeited as of May 31 of each year.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 13.01

Each employee covered by this agreement shall, in addition to his regular wages and benefits, be paid longevity increment based upon years of service with the Department of

Police in accordance with the following schedule:

(a)	After 5 years service	-	\$ 350.00
(b)	After 10 years service	-	700.00
(c)	After 15 years service	-	1,050.00
(d)	After 20 years service	-	1,400.00
(e)	After 25 years service	-	1,750.00

Section 13.02

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America and scholarship leave, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determining years of service.

Section 13.03

Each employee covered by this agreement shall receive an annual clothing and clothing maintenance allowance in the amount of \$500, except for Detectives who shall receive an allowance of \$600 for ¹⁹⁸¹ 1980. Payment of the clothing allowance is to be controlled by the Chief of Police or his duly designated representative. In the event of a major change of primary

duty uniform, the initial cost of such additional clothing items shall be paid for by the Borough.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

The Employer shall provide, at no cost to the employee, full Blue Cross (365 day expanded plan)-Blue Shield (UCR Series) with Rider J and Major Medical Benefits for all employees and their families covered by this agreement.

The Employer will provide and pay one-half (1/2) of the annual premium cost of Intermediate-II (Usual, Customary and Reasonable Fee) Program I-A dental insurance plan with the New Jersey Dental Service Plan, Inc. covering all employees and their families covered by this Agreement.

Section 14.02

Each employee shall have a complete annual physical examination by the Physician designated by the Employer, at the cost of the employer.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01

In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation

and application of this agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement thereof by the following procedure:

(a) Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

(b) When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his duly designated representative. The Chief of Police shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) days in writing to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the request of either party, or the Commissioner, discussions may ensue.

The Commissioner of Police shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Mayor. The final decision of the Mayor shall be given to the Association in writing within fourteen (14) days after the receipt of the grievance by the Mayor. Discussion may ensue in the interim period at the request of either party or the Mayor.

Step 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XVI - Arbitration, hereinafter set forth.

Section 15.02

Nothing herein is intended to deny an employee the rights of appeal as expressly granted in the Revised Title 40 Rules for the State of New Jersey.

Section 15.03

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

ARTICLE XVI

ARBITRATION

Section 16.01

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 16.02

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employees Relation Commission or the American Arbitration Association to appoint an arbitrator to hear the arbitration pursuant to its rules.

Section 16.03

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 16.04

The decisions of the arbitrator shall be final and binding on the Association and the Employer.

Section 16.05

In the event that the Association and the Employer cannot mutually arrive at a satisfactory arbitrator within twenty (20) days after receipt of the list from the Public Employees Relations Commission or the American Arbitration Association, the Public Employees Relations Commission or the American Arbitration Association shall select an arbitrator.

The costs of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own cost.

ARTICLE XVII

STRIKES AND OTHER JOB ACTION

Section 17.01

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time.

ARTICLE XVIII

MANAGEMENT OF BOROUGH'S AFFAIRS

Section 18.01

The employees recognize that areas of responsibility

must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject to the limitations of this agreement, is vested and retained by the Borough, exclusively.

The management and the conduct of the business of the Borough and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent with the rules and regulations of Title 40 Statutes. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this agreement.

ARTICLE XIX

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND RULES AND REGULATIONS

Section 19.01

Notwithstanding anything contained herein to the contrary, the employees hereby recognize and agree that the administrative code, administrative manual of the Employer

and the rules and regulations of the Department of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this agreement shall prevail.

ARTICLE XX

APPLICABLE LAWS

Section 20.01

The provisions of this agreement and the Addendum attached as Exhibit A, "Hightstown Borough Police Officers Bill of Rights," shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

The Addendum Exhibit A, "Hightstown Borough Police Officers Bills of Rights," shall remain an Addendum hereto until such time as the Governing Body of the Borough shall adopt an Ordinance creating a Police Review Commission or Board incorporating the provisions of said Bill of Rights.

ARTICLE XXI

PROFESSIONAL LIABILITY INSURANCE

Section 21.01

The Borough agrees to obtain "Professional Liability Insurance" to cover employees covered by this agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.

The policy will pay on behalf of the police all sums, within the aforesaid limits, which said policeman shall become obligated to pay as damages because of (a) Personal Injury and (b) Bodily Injury, and the insurance carrier shall have the duty to defend any suit against a policeman seeking damages on account of such injury even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to injury sustained by any paid full or part time law enforcement officer; nor to willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract; nor to damage to property.

The definition of "personal injury" is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault and battery (if committed while making or attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

ARTICLE XXII

DURATION OF AGREEMENT AND RENEGOTIATION

Section 22.01

This agreement shall be effective from the 1st day of January, 1984 and shall continue in full force and effect until the 31st day of December, 1984 and shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least ninety (90) days prior to the end of the term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after the receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived at by agreement.

IN WITNESS WHEREOF, the Borough of Hightstown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper corporate officers and caused its

proper corporate seal to be affixed the day and year first
above written.

BOROUGH OF HIGHTSTOWN

ATTEST:

By: Richard W. Aughenbaugh -
Richard W. Aughenbaugh, Mayor

Sheila Clark, Borough Clerk

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL NO. 283

ATTEST:

By: Dean P. Raymond

James J. Supina

ADDENDUM - EXHIBIT "A"

HIGHTSTOWN BOROUGH POLICE OFFICERS

BILL OF RIGHTS

PREAMBLE

ALL employees covered under this Agreement shall be entitled to the protection of this Article. The wide ranging powers and duties given to the Department and employees on and off duty involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and an Internal Affairs Division or both. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

In the event of any conflict between the policies and procedures specified herein and any applicable New Jersey statutory provisions, such statutory provisions shall control.

A. ADVANCE NOTICE

1. Prior to being interviewed regarding an investigation on criminal charges or citizen complaints which could lead to a suspension, demotion, dismissal or

criminal charges, an employee shall;

- (a) Be informed of the nature of the investigation and whether he is a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the Complaint.
- (b) Be afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing or a representative of the Association or both.
- (c) Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue, advance notice shall be given the officer not less than twelve hours before the initial interview commences or subsequent written reports are required from the officer.

B. RIGHTS OF EMPLOYEES WHILE UNDER INVESTIGATION

Whenever an employee is under investigation or subjected to interrogation by the employer on criminal charges or citizens complaints which could possibly lead to a suspension, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
2. The investigation and interview shall take place at the Hightstown Borough Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.
3. The employee under investigation shall be informed, as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present or to be present during the investigation. All questions directed to the employee shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one interrogator at a time.
4. No punitive action nor formal hearing shall be had of any civilian complaint against an employee unless and until the complainant be duly sworn as to the complaint, in writing, before an official authorized to administer oaths and to take such a statement and complaint. If such a hearing or action does not require the testimony of a civilian com-

plainant, the name of the original complainant shall not be required to be divulged.

5. The employee under this investigation shall be informed of the nature of the investigation and he shall be informed of the names of all complainants unless such disclosure would jeopardize this investigation.
6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
7. The officer, at his request, may have an Association Representative appointed by the P.B.A. Executive Committee present to witness the interview or interrogation provided the representative does not participate in the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.
8. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
9. Any interrogation of an employee conducted at the

Police Station, or if not at the Police Station, wherever feasible, including recess periods, shall be recorded, and there shall be no unrecorded questions or statements, and the officer shall be afforded a copy upon his request and at his own expense.

10. If the employee under interrogation is under arrest, or if there is any possibility the employee is to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogations.
11. At the request of the employee under interrogation, he shall immediately have the right to be represented by counsel who shall be present at all times during such interrogation.
12. The interrogation or interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
13. No officer shall be required to take any lie detector or other truth detecting test as a condition of the investigation interview, interrogation or of continued employment.

C. WHEN THE INVESTIGATION RESULTS IN CHARGES BEING FILED:

1. The officer, upon request, will be furnished with a copy of the report of the superior officer or of the Internal Investigation which will contain all material facts and accusations of the matter.
2. The officer will be furnished with the names of all witnesses and complainants who may appear against him or whose statements may be used against him.

D. WHEN DISCIPLINARY ACTION RESULTS

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the officer's Personnel File.
2. No demotion, suspension, or other monetary punitive measure excluding dismissal shall be taken against an officer unless taken in conformity with applicable New Jersey statutory provisions.
3. All the regulations and Laws of the State of New Jersey shall be adhered to.

E. HUMAN FACTOR

All terms of this Agreement shall continue to be administered with the fact and knowledge that human beings are being employed with the rights of human beings in this Agreement, in law and morality, and to be treated by both the

Borough, and Members of the Association in such a way as to connote this fact a reality.

F. Investigations shall meet standard operating procedures for the Police Department.

EXHIBIT "B"

HIGHTSTOWN BOROUGH POLICE OFFICERS

SALARY SCHEDULE

1983

Sergeant	\$27,363.00
Patrolman*	\$21,352.00
After 2 years	\$23,350.00
After 3 years	\$25,371.00

*Patrolman - This is the salary paid to an officer upon successful completion of probationary period and appointment as a permanent member of the Police Department as a Patrolman.