

**COLLECTIVE BARGAINING AGREEMENT**

Between

**THE BOROUGH OF HIGHLANDS**

and

**NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, SANDY HOOK,  
LOCAL No. 48**

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**January 1, 2020 – December 31, 2023**

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## PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January 2020 by and between the Borough of Highlands (hereinafter referred to as the "Borough" or "Employer") and the New Jersey State Policemen's Benevolent Association, Sandy Hook, Local No. 48 (hereinafter referred to as the "PBA" or "Association), 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 receipt of 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 with 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 the PBA or the Borough may request that the grievance be submitted to binding arbitration as hereinafter set forth.

10. Either the PBA or the Borough may submit their grievance to the Public Employment Relations Commission ("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/her decision shall be final and binding on both parties. The Arbitrator's jurisdiction shall be limited to the issues submitted to the Arbitrator.

**ARTICLE 3:            HOLIDAY PAY**

1. The employees covered by this agreement shall receive twelve (12) paid holidays. The following holidays are the said holidays:

New Years Day	Thanksgiving
Labor Day	Memorial Day
Lincoln's Birthday	Christmas
Election Day	Independence Day
Washington's Birthday	Martin Luther King, Jr. Day
Veteran's Day	Good Friday

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<sup>th</sup> of each year.

2. Every employee shall receive eight (8) 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**

The salary schedules will be increased as follows:

1. January 1, 2020 2% increase to the Top Patrol Step in each Guide and for all Superior Officer Salaries, and 1% increase to all other guide steps along with guide movement for those officers in the guide
2. January 1, 2021 2% increase to the Top Patrol Step in each Guide and for all Superior Officer Salaries and 1% increase to all other guide steps along with guide movement for those officers in the guide
3. January 1, 2022 2% increase across the Board for all guide steps and guide movement for those officers in the guide
4. January 1, 2023 2% increase across the Board for all guide steps and guide movement for those officers in the guide

[Salary guides are attached at pages 21 to 24 of this Agreement.]

5. All increases will be added to the base salary for the position and will not be added to the base salary + longevity for officers with 15 years.
6. Senior Patrolmen serving in the absence of a Senior Officer (Sergeant or above) shall be compensated at the salary rate set forth for the rank of Sergeant.
7. Overtime shall be paid at the rate of time and one half.
8. 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.
9. 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.
10. The rate of pay for officers performing Borough Administered off-duty work will be \$75.00 per hour with the Borough to receive \$10.00 in administrative fee (Officer \$65.00/Borough \$10.00) and \$85.00 per hour for holidays, weekends and hours between 5:00 p.m. and 7:00 a.m. with Borough to receive \$10.00 administrative fee (Officer

\$75.00/Borough \$10.00). Such rate of pay and fees shall be confirmed in a Borough resolution.

11. For all employees hired by the Borough on or after July 1, 2012 and before January 1, 2016, the salary guide referenced and attached for these officers (Salary Guide B) shall be followed. The two unit employees hired while the 2016-2019 contract was negotiated, Ryan Schoellner and Ronald Osadacz, shall be the last unit employees hired into this Salary Guide B. For all employees hired on or after January 1, 2016 the salary schedule for those hired on or after July 1, 2012 and January 1, 2016 (Salary Guide C) shall be amended to add two (2) extra steps, which shall be inserted as follows:
  - a. There shall be a new step for hires (defined as those hired on or after January 1, 2016) after Probationary P.O. 2 and before Police Officer 1, as shown on Salary Guide C
  - b. There shall be a new step inserted for new hires (defined as those hired on or after January 1, 2016) between Police Officer 2 and Police Officer 3, as shown on Salary Guide C.
- 12 All unit employees shall receive annual step increases and increases to base pay in accordance with the agreed upon salary increase and practice.

**ARTICLE 5: RETENTION OF BENEFITS**

The provision 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 arising out of and/or in connection with their duties and/or action as a Police officer 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 arising out of and/or in connection with their duties and/or action as a Police officer, and has later been exonerated, the officer shall make a written request for expungement to the Borough Attorney, with a copy of the request to the Mayor and Council, regarding that particular incident, which shall be undertaken at the Borough's expense, with ninety (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 Officer, after giving fifteen (15) days' 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 (15) days' 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 workday shall consist of not more than eight (8) consecutive hours in a twenty-four hour period except as mutually agreed to by the parties in writing.
2. All members of the Police 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. The work schedule shall rotate each period. Effective January 1, 2009 the work schedule for police officers shall be changed on a trial basis from the 5-2, 5-2, 5-3 schedule to a 5-2, 5-3 schedule. This schedule will remain in effect for at least one year, commencing on or about January 1, 2009. The schedule will remain in effect as long as the amount of overtime required to fill in for absences due to officers' use of sick, personal, vacation and/or compensatory leave time, and in order to maintain minimum staffing on all shifts, does not increase by more than 5% over the previous year's overtime hours needed to maintain minimum staffing. The Borough will meet with the PBA on a quarterly basis to monitor overtime use and to work to control the level of overtime needed to insure adequate manpower on all shifts.

No reversion back to the old schedule will take place on less than ninety (90) days written notice to the PBA and all police officers.

Pitman Schedule: In the event the Borough of Highlands employs at least fifteen (15) unit employees, the Borough and the PBA agree to reopen negotiations for the purpose of implementing a Pitman schedule. Such a schedule, if agreed to by both Parties, shall be implemented for a six (6) month trial period, and then re-evaluated by both parties to determine if both Parties agree to continue the schedule.

3. All work in excess of eight (8) hours per day shall be paid at time and one half. Employees shall have the option of receiving compensatory time off in lieu of overtime pay to be kept in a comp time balance. By way of illustration, 8 hours of overtime shall equal 12 hours of compensatory time.
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.
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.

6. All overtime, including outside employment, shall be paid in a separate check on each payday, except for overtime that the employee requests to be "paid" as compensatory time and stored in the compensatory time balance.
7. Officers shall not be permitted to retain a compensatory time balance in excess of the limit imposed by the Fair Labor Standards Act. Officers shall be permitted to sell back a maximum of 80 hours in each calendar year of accrued but unused sick leave or compensatory time. The Borough shall buy back such time at the Officer's then current salary on two occasions in each calendar year: the last pay periods in June and December. Officers can inform the Borough of their intent to receive such payment at any time up to the closing date for the aforementioned pay periods. The Borough shall also have the option to purchase additional time, but no officer shall be required to use comp time unless the Officer is exceeding the statutory limit. No comp time shall be lost to an Officer by virtue of time of accrual, and such compensatory time shall be payable in full upon retirement and/or separation from employment.

**ARTICLE 10: UNIFORM ALLOWANCE**

1. On March 15th of each year, each officer shall be paid the sum of \$715.00, said sum representing a uniform purchase allowance.
2. In the first week of December of each year each officer shall be paid the sum of \$715.00, said sum representing a uniform maintenance allowance.
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, 1997, after the first five (5) years of employment, and for each five (5) years thereafter, the officer shall enjoy a three (3%) percent longevity payment as presently administered to a maximum amount of \$5,000 per year, in accordance with the following schedule:

0 - 5 years	0% longevity
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6-10 years	3% longevity
11-15 years	6% longevity
16-20 years	9% longevity
21 years or over	12% longevity

For officers who commence employment on or after January 1, 2017, such officers shall be eligible for the following longevity to a maximum amount of \$5,000 per year, in accordance with the following schedule:

11-15 years	3%
16-20 years	6%
21 years or over	9%

2. Years are to be calculated from anniversary date of employment. 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, 2004, and through 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 Police 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 three hours overtime compensation.

**ARTICLE 13: LIFE INSURANCE**

For the duration of this contract, beginning July 1, 2004, 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. All employees will be entitled to medical, hospitalization and prescription coverage as currently offered through Amerihealth New Jersey, Regional Preferred Network Plan No. 553844 and through Future Scripts (Rx). Effective on or before July 1, 2020, the health insurance plan shall change to the New Jersey State Health Benefits Program and the Borough will offer all available SHBP plans to employees. It is understood and confirmed that these plans are designed and represented to be equal to or better than the plans that were in place before these plans and providers were selected and so any issue that arises with respect to coverage will be addressed consistent with this understanding and agreement.
3. Effective January 1, 2013, each officer will contribute towards the cost of health benefits coverage in accordance with the requirements of C.78. Once the Borough changes its health insurance to the State Health Benefits Plan, the Borough will cap health contributions at no more than 30% of the premium for employees selecting the Direct 15 plan and/or plans with a lower premium than the Direct 15 plan, or its equivalent. All other contribution rates will remain in effect.  
If an employee selects a plan less expensive than the Direct 15 plan, the Borough will also provide a credit against any employee contribution equal to the difference in cost for the Borough between the plan chosen by the employee and the Direct 15 plan, after factoring in the employee contributions.  
Employee contribution shall be based upon SHBP rates and the reductions set forth therein starting no later than July 1, 2020.
4. The Borough shall pay the full cost for health insurance coverage described above for employees who retire with twenty-five (25) years or more credited service in the PFRS and who initially enrolled in the PFRS and/or PERS prior to June 28, 1991, or who are on an approved disability retirement as provided by statutes and regulations of the New Jersey Division of Pensions. Employees who retire with 25 or more years of credited service in the PFRS but who did not initially enroll in PFRS and/or PERS prior to June 28, 1991, shall receive health insurance as described above, but they shall contribute

1.5% of their monthly retirement allowance, including any cost of living increases in their monthly retirement allowance, towards the insurance premium. This confirms employer paid coverage shall continue to include 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.

5. Nothing contained herein shall affect the rights of the parties under the Worker's Compensation Statutes.
6. 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. If there is any change in health insurance carriers, the Borough shall provide at least ninety (90) days' notice.

**ARTICLE 15: VACATION TIME**

1. Each employee shall be entitled to the amount of vacation time as set forth below.  
New employees shall only receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service. For second thru fifth year of employment, twelve (12) working days. Starting sixth year, fifteen (15) working days. Starting ninth year, add one (1) additional day per year.
2. Beginning July 1, 2004 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, 2004 and for the duration of the contract, the PBA agrees to open discussion 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.
4. Carry over of vacation time shall be limited to 5 days per year unless authorized in writing by the Governing Body.
5. Each leave request that is provided in accordance with the standard operating procedure and within the time set forth by the standard operating procedure for such vacation leave

shall have the leave request answered directly to that Officer, in writing, within ten (10) business days of its initial request or earlier, if practicable. This is needed in order to ensure that Officers get a timely response and do not wait to have a schedule posted for such a response.

6. Leave requested that is not covered in the standard operating procedure shall be responded to within 10 business days of the request being made.

**ARTICLE 16: SICK LEAVE**

1. Sick time for all officers hired full-time after April 1, 2001 to be consistent with the following civil service regulations.

- New employees shall only receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.
- After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
- Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.
- Unused sick leave shall accumulate from year to year without limit, whether or not it was accrued prior to an intergovernmental transfer in accordance with N.J.A.C. 4A:4-7.1A, provided however that:

In the case of an intergovernmental transfer, a firefighter, or where a law enforcement officer, including a sheriff's officer and a county correction officer, has waived all accumulated sick leave, the sick leave shall accrue from the effective date of the transfer.

2. Article 16 of the 1997-2000 contract will apply only to officers hired prior to April 1, 2001. Further, sick time for all officers will be capped at 25 days per year, with reductions applying to officers who have amassed more than 25 days prior to this contract.

3. Upon the death of an employee, the benefits contained herein shall pass to the employee's estate and named beneficiary(ies). This does not preclude the beneficiary from receiving any and all other death benefits as provided by the employers.
4. Upon retirement, officers with twenty-five (25) years of service or more, and at least one (1) year of accrued sick time will receive \$17,500.00 plus three (3) months time off with pay for officers with pay. This shall be prorated for officers with less time. For officers who commence employment on or after July 1, 2015, this amount shall be capped at \$10,000.00. For officers who commence employment on or after January 1, 2017, this amount shall be capped at \$7,500.00.
5. The Borough shall institute a donated sick leave program that is consistent with the rules of the Civil Service Commission and with the terms set forth in the attached description of the Donated Leave program Attachment.

**ARTICLE 17: SCHEDULING**

Beginning July 1, 2004 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. The employer agrees that prior to any change in the work schedule during the eight week period prior to the actual implementation all reasonable attempts will be made to discuss changes with the particular employees involved. The employer agrees that a Table of Organization showing minimum staffing of supervisory officers shall be established. Chart to be maintained showing both sick and vacation time for each position available.

**ARTICLE 18: BEREAVEMENT LEAVE**

Each employee shall be entitled to four (4) 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 (4) days off, he has the option of taking one, two, three or four days off. "Immediate Family" is defined as spouse, mother, father, grandparent of the employee, sister, brother or child of the individual or spouse.

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



**ARTICLE 19:        REIMBURSEMENT**

Any Police Officer who uses his private vehicle to perform official Borough business, shall be reimbursed by the employer for such use of his vehicle at the rate established in the IRS Code. The Police Officer will submit a voucher to the employer who shall make payment within thirty (30) days after submission of said voucher.

Beginning July 1, 2004 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:

No more than five (5) credits per semester at a cost not to exceed \$150.00 per credit. Courses shall be toward a police related degree and shall be approved by the Borough Administrator prior to registration.

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 a Workers' 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 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.
2.        Senior Patrolmen serving in the absence of a Senior Officer (Sergeant or above) shall be compensated at the salary rate set forth for the rank of Sergeant. (see also Article 4)
3.        Senior Patrolmen with 15 years of service shall receive the rank of Corporal. Said rank shall be uncompensated.

**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 Police Department and its members involve them in all manner 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 designated by the Chief of Police and the governing body.

In an effort to ensure 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 reasonably 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.

The Borough agrees to grant time off without loss of regular pay, to one (1) officer of the PBA, to be designated by the PBA, to attend the annual P.B.A. State Convention and the Mini Convention, provided five (5) days' notice specifying the dates of the Convention is given to the Chief of Police by the Association. The time permitted to be spent at conventions shall include the dates of the convention and a reasonable amount of travel time to get to the convention and return to the employee's home. The P.B.A. President and/or one designated Officer (total of 2 representatives), shall be permitted three (3) additional days off with pay per year to attend meetings, seminars and workshops relating to P.B.A. business at no loss of pay. This shall be subject to the staffing needs of the Department if the PBA assigns more than one member to be off for PBA business on the same day.

**ARTICLE 25: AGENCY SHOP**

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.

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.

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. 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.

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.

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:

        The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;

        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;

        To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

        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.

        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.

**ARTICLE 28:        EDUCATIONAL ATTAINMENT**

        Officers who receive their Bachelor of Arts Degree in a Major directly related to criminal justice and/or law enforcement will receive a one-time stipend of \$500. Officers who receive their Masters Degree in a Major directly related to criminal justice and/or law enforcement will receive a one-time stipend of \$750. The degree majors for which a stipend will be provided include:

Criminal Justice;  
Police Science;  
Psychology;  
Sociology;  
Public Administration

The Borough will consider a stipend for other degree majors where the officer can demonstrate a sufficient relationship to municipal law enforcement.


**NO FURTHER ARTICLES**

**DURATION CLAUSE:**

1. This Agreement shall become effective from January 1, 2020 and shall terminate on December 31, 2023 unless a successor Agreement is not reached, 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 September 1 of the year in which the current contract expires.

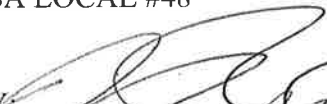
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 26<sup>th</sup> day of March, 2020.


BOROUGH OF HIGHLANDS

  
MAYOR CAROLYN BROVNAV  
Mayor

  
Administrator

PBA LOCAL #48

BY:   
PBA President  
Police Representative

BY:   
PBA Delegate  
Police Representative

**Salary Guide A.**

<b>PRE 7/1/12 HIRE</b>					
<b>SALARY TABLE 2020-23</b>					
<b>POSITION</b>		<b>1/1/20</b>	<b>1/1/21</b>	<b>1/1/22</b>	<b>1/1/23</b>
<b>Probationary/Academy</b> <i>(First full year employment)</i>		38,764.34	39,151.99	39,935.03	40,733.73
<b>Probationary P.O. 1</b> <i>(1<sup>st</sup> 6 months following first full year of employment)</i>		45,225.06	45,677.31	46,590.86	47,522.68
<b>Probationary P.O. 2</b> <i>(2<sup>nd</sup> 6 months after the 1<sup>st</sup> full year of employment)</i>		54,270.07	54,812.77	55,909.03	57,027.21
<b>Police Officer 1</b> <i>(after 2 full calendar years of employment)</i>		60,443.39	61,047.82	62,268.78	63,514.15
<b>Police Officer 2</b> <i>(after 3 full calendar years of employment)</i>		68,942.13	69,631.56	71,024.19	72,444.67
<b>Police Officer 3</b> <i>(after 4 full calendar years of employment)</i>		81,107.18	81,918.52	83,556.89	85,228.03
<b>Police Officer 4</b> <i>(after 5 full calendar years of employment)</i>		91,248.44	92,160.92	94,004.14	95,884.23
<b>Police Officer 5</b> <i>(after 6 full calendar years of employment)</i>		113,177.19	115,440.73	117,749.55	120,104.54
<b>SERGEANT</b>		118,749.36	121,124.35	123,546.83	126,017.77
<b>LIEUTENANT</b>		122,266.83	124,712.17	127,206.41	129,750.54
<b>CAPTAIN</b>		124,166.08	126,649.40	129,182.39	131,766.04
<b>Juvenile Officer</b>		1,151.79	1,174.83	1,198.33	1,222.30



**Salary Guide B**

<b>HIRE</b> on or after 7/1/2012 and on or before 1/1/2016					
<b>Salaries 2020-2023</b>		<b>1/1/20</b>	<b>1/1/21</b>	<b>1/1/22</b>	<b>1/1/23</b>
<b>Probationary/Academy</b> <i>(First full year employment)</i>		41,056.67	41,467.24	42,296.59	43,142.51
<b>Probationary P.O. 1</b> <i>(1<sup>st</sup> 6 months following first full year of employment)</i>		45,001.71	45,451.73	46,360.76	47,287.98
<b>Probationary P.O. 2</b> <i>(2<sup>nd</sup> 6 months after the 1<sup>st</sup> full year of employment)</i>		48,946.77	49,436.24	50,424.96	51,433.46
<b>Police Officer 1</b> <i>(after 2 full calendar years of employment)</i>		56,836.87	57,405.24	58,553.34	59,724.41
<b>Police Officer 2</b> <i>(after 3 full calendar years of employment)</i>		64,726.97	65,374.24	66,681.72	68,015.36
<b>Police Officer 3</b> <i>(after 4 full calendar years of employment)</i>		72,617.07	73,343.24	74,810.10	76,306.31
<b>Police Officer 4</b> <i>(after 5 full calendar years of employment)</i>		80,507.16	81,312.23	82,938.48	84,597.25
<b>Police Officer 5</b> <i>(after 6 full calendar years of employment)</i>		88,397.26	89,281.23	91,066.86	92,888.19
<b>Police Officer 6</b> <i>(after 7 full calendar years of employment)</i>		96,287.37	97,250.24	99,195.25	101,179.15
<b>Police Officer 7</b> <i>(after 8 full calendar years of employment)</i>		104,177.47	105,219.24	107,323.63	109,470.10
<b>Police Officer 8</b> <i>(after 9 full calendar years of employment)</i>		113,177.19	115,440.73	117,749.55	120,104.54
<b>SERGEANT</b>		118,749.36	121,124.34	123,546.83	126,017.77
<b>LIEUTENANT</b>		122,266.83	124,712.17	127,206.41	129,750.54
<b>CAPTAIN</b>	121,731.45	124,166.08	126,649.40	129,182.39	131,766.04

<b>Juvenile Officer</b>	1,129.21	1,151.79	1,174.83	1,198.33	1,222.29

**Salary Guide C.**

<b>SALARIES 2020 through 2023</b>					
<b>POSITION</b>	<b>1/1/20</b>	<b>1/1/21</b>	<b>1/1/22</b>	<b>1/1/23</b>	
<b>Probationary/Academy</b> *(First full year employment)	41,056.67	41,467.24	42,296.58	43,142.51	
<b>Probationary P.O. 1</b> (1 <sup>st</sup> 6 months following first full year of employment)	45,001.71	45,451.73	46,360.76	47,287.98	
<b>Probationary P.O. 2</b> (2 <sup>nd</sup> 6 months after the 1 <sup>st</sup> full year of employment)	48,946.77	49,436.24	50,424.96	51,433.46	
<b>Police Officer Step A</b> (New Step 1 post 1/1/16 hire)	52,891.82	53,420.74	54,489.15	55,578.94	
<b>Police Officer 1</b> (after 2 full calendar years of employment)	56,836.87	57,405.24	58,553.34	59,724.41	
<b>Police Officer 2</b> (after 3 full calendar years of employment)	64,726.97	65,374.24	66,681.72	68,015.36	
<b>Police Officer 2A</b> (New step 2 for post 1/1/16 hire after 4 full calendar years of employment)	68,672.19	69,358.91	70,746.09	72,161.01	
<b>Police Officer 3</b> (after 5 full calendar years of employment)	72,617.07	73,343.24	74,810.11	76,306.31	
<b>Police Officer 4</b> (after 6 full calendar years of employment)	80,507.16	81,312.23	82,938.48	84,597.25	
<b>Police Officer 5</b> (after 7 full calendar years of employment)	88,397.26	89,281.23	91,066.86	92,888.20	
<b>Police Officer 6</b> (after 8 full calendar years of employment)	96,287.37	97,250.24	99,195.25	101,179.15	
<b>Police Officer 7</b> (after 9 full calendar years of employment)	104,177.47	105,219.24	107,323.63	109,470.10	
<b>Police Officer 8</b> (after 10 full calendar years of employment)	113,177.19	115,440.73	117,749.55	120,104.54	
<b>SERGEANT</b>	118,749.36	121,124.35	123,546.84	126,017.77	

<b>LIEUTENANT</b>		122,266.83	124,712.17	127,206.41	129,750.54
<b>CAPTAIN</b>		124,166.08	126,649.40	129,182.39	131,766.04
<b>Juvenile Officer</b>		1,151.77	1,174.83	1,198.33	1,222.29

\*EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016 SHALL USE ABOVE SCHEDULE WITH THE 2 INSERTS FOR POST 1/1/16 HIRES NOTED AS STEP A AND 2A. The post 1/1/16 hires shall include any officer hired after Ryan Schoellner and Ronald Osadacz.

### **Donated Leave Program Description**

- A. Each unit employee shall be eligible to receive donated sick or vacation leave if the employee:
1. Has completed at least one year of continuous service; and
  2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off, if any, as of the date the desired absence would commence; and
  3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave.
- B. To qualify the unit employee must:
1. Suffer from a serious health condition or injury; or
  2. Be needed to provide care to a member of the employee's immediate family who is suffering from a serious health condition or injury; or
  3. Be absent from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).
- C. For purposes of this policy a "serious health condition or injury" shall be defined as one that meets the requirements of the Family and Medical Leave Act, and a certification to that effect from a physician, psychologist, or other licensed health care provider (Providers) qualified to provide such Medical Verification. Medical Verification of the existence and continuation of such a condition will be required for the entire duration of the illness precipitating the employee's leave. Should the employee fail to provide the Borough with written medical verification of the continuing condition, they may be terminated from the donated leave program.
- D. An employee may request that the Employer approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.
- E. The employee requesting to be a leave recipient shall submit the Medical Verification from a Provider concerning the nature of the disability requiring leave and the expected duration. If the employee leave extends beyond the anticipated return to work date as set forth in the Medical Verification, then an updated Medical Verification may be required to be submitted to the Borough for continued eligibility to utilize donated leave.
- F. When the Employer has approved an employee as a leave recipient, the Employer shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all PBA representatives. If the employee is unable to

consent to this posting or circulation, the employee's family or designee may consent on his or her behalf.

An employee who is a recipient of the program will be allocated benefit days based on the Provider's estimated or anticipated duration of the illness or injury. If the employee returns to work prior to the estimated or anticipated date of return, the remaining donated leave days will be returned to the employees who donated leave time as provided below.

Under no circumstances may an employee receive temporary disability benefits (TDI) for the same period that they are paid wages from donated leave time or while using any of their own paid leave time. Temporary Disability Benefits law requires that an employee must use all donated leave before TDI benefits can be paid.

- G. The Borough shall notify employees of the request for donated leave and establish a deadline by which donors shall notify the Borough of the number of days they wish to donate. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program.

Sick days shall be donated and used prior to vacation days. Vacation days shall only be donated if there are not enough sick days available for donation.

A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 30 such days to any one recipient.

1. A leave recipient shall receive no more than 260 sick days or vacation days, and shall not receive any such days on a retroactive basis.
2. A leave donor shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.
3. A leave donor shall not revoke the leave donation.

- H. While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

1. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.
2. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

- I. No one shall threaten, coerce, or otherwise interfere with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or

promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee who does not donate.