AGREEMENT

BETWEEN

BOROUGH OF SPRING LAKE HEIGHTS MONMOUTH COUNTY, NEW JERSEY

AND

SPRING LAKE HEIGHTS PBA LOCAL 50

January 1. 1994 through December 31, 1996

LAW OFFICE OF

JOSEPH N. DEMPSEY, P.A. 10 NEPTUNE BOULEVARD NEPTUNE, NEW JERSEY 07753 (908)774-6565

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I - RECOGNITION	2
ARTICLE II - NEGOTIATIONS PROCEDURE	3
ARTICLE III - MANAGEMENT RIGHTS	5
ARTICLE IV - OVERTIME	7
ARTICLE V - VACATIONS	9
ARTICLE VI - DEATH IN FAMILY LEAVE	10
ARTICLE VII - HOLIDAYS AND PERSONAL DAYS	11
ARTICLE VIII - EMPLOYEE HEALTH INSURANCE	12
ARTICLE IX - USE OF PERSONAL VEHICLES	15
ARTICLE X - CLOTHING ALLOWANCE AND MAINTENANCE	16
ARTICLE XI - FALSE ARREST INSURANCE	17
ARTICLE XII - MAINTENCANCE OF OPERATIONS	18
ARTICLE XIII - SALARY	19
ARTICLE XIV - LONGEVITY	20
ARTICLE XV - MILITARY LEAVE	21
ARTICLE XVI - UNSAFE VEHICLE	22
ARTICLE XVII - COURT TIME	23
ARTICLE XVIII - EDUCATIONAL INCENTIVE	24
ARTICLE XIX - METHOD OF COMPUTATION	26
ARTICLE XX - PRIOR WORKING CONDITIONS	27
ARTICLE XXI - OUTSIDE EMPLOYMENT AND ACTIVITIES.	28

ARTICLE	XXII - GRIEVANCE PROCEDURE	29
ARTICLE	XXIII - SICK LEAVE AND TEMPORARY DISABILITY	32
ARTICLE	XXIV - DURATION OF AGREEMENT	35
ARTICLE	XXV - SCOPE OF THE AGREEMENT	36

PREAMBLE

This Agreement as of 1st day of January, 1994 by and between the Borough of Spring Lake Heights, a municipal corporation in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Borough" or the "Employer" and the Borough of Spring Lake Heights Policemen's Benevolent Association of Local No. 50, hereinafter referred to as the "Association", represents the complete and final understanding of the parties on all bargainable issues and practices and policies. For purposes of this Agreement us of the words employee, officer or police officer shall intend to include all members of the bargaining unit.

ARTICLE I

RECOGNITION

The Borough recognizes the Association as the exclusive collective negotiations representative and agent of all Lieutenants, Sergeants and Patrolmen.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law of 1974, in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin between the dates of October 1st and October 15th of the year in which this Agreement expires. Any agreement so negotiated shall apply to all the duly certified memebers of the Unit, be reduced to writing, be signed by the authorized representatives of the Borough and the Association and be adopted by the Borough.
- B. During negotiations, facts, opinions, proposals and counterproposals will be exchanged freely by the parties thereto. The Borough shall furnish the Association representatives with detailed information concerning the financial resources of the Borough and the tentative line item for police officers' salaries in the itemized budget prior to the adoption of the budget, if such figures are available prior to the date(s) on which negotiations are held, and, if not as soon as possible thereafter.
- C. Neither party shall have control over the selection of the negotiating representative of the other party.

 Either party may call upon professional advisors to serve as consultants during any period or phase of the

negotiations at their individual expense. Clerical assistance shall be provided by the Borough only during the period of actual negotiations.

- D. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.
- In all negotiation sessions one person with Ε. authority to represent each side shall be present at the meeting. For this purpose the parties agree that no negotiation session shall begin unless the Association is represented by either its President or Vice President and the municipal governing body is represented by either the Mayor or an elected Councilman, or their representative appointed by the Borough Council to carry out negotiations. Association shall have the right to request that the Mayor or an elected Councilman exercise the right to reject and proposal or request. In addition to the persons required to begin negotiation sessions, either side may bring to the negotiation session any representatives it may choose, including, but not limited to their respective attorneys, negotiating representatives or the Borough Business Administrator.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Borough of Spring Lake Heights hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in and prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including 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 activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
- 2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized. It is understood that nothing within this paragraph shall diminish employee's bargaining rights over negotiable subjects.
- 3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough subject to any statute or rule or regulation giving employees the right to appeal such decision.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A.1-1 et seq. as adopted by the Borough or any other national, state, local laws or regulations nor shall anything in this Article waive any rights employees have by law.

ARTICLE IV

OVERTIME

- A. The Employer agrees that overtime consisting of time and one-half (1-1/2) equaling a rate of one and one-half (1-1/2) times the officer's regular rate of pay shall be paid to an employee who is required to work longer than his normal tour of duty.
- B. If a member is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four hours. If a member is called back to duty after the termination of his regular shift, he shall likewise be guaranteed a minimum of four hours, unless he is called back to duty for reasons which relate to his last shift.
- C. Any member who is called from offf duty to administer a breathalyzer test shall be entitled to overtime at the rate of time and one-half (1-1/2) his regular rate of pay.
- D. All overtime shall be paid at the next regular pay period for the member.
- E. A log shall be kept on all overtime and shall be recorded therein by the Chief of Police. Overtime less than one-half hour shall not be logged. When overtime exceeds one-half hour, the overtime will be logged at increments of fifteen minutes thereafter.

F. Overtime shall be paid in the same check as the regular payroll check.

ARTICLE_V

VACATIONS

A. Annual vacations shall be granted in accordance with the terms and provisions of Section 65-4, Personnel Policies and Practices, of the Code of the Borough of Spring Lake Heights as follows:

After	6 months of service	5	days
After	1 year of service	10	days
After	4 years of service	15	days
After	9 years of service	20	days
After	14 years of service	25	days

B. The choice of vacation time shall be used upon seniority in service.

ARTICLE VI

DEATH IN FAMILY LEAVE

- A. The members shall be granted time off without deductions from pay or time owed for the following reasons:
- Death of wife, son or daughter from the date death to and including the day succeeding the funeral, generally not to exceed five (5) days.
- 2. Death in the immediate family (excluding wife and children) from the date of death to and including the date of funeral.
- 3. Immediate family shall consist of wife, child, stepchildren, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law and father-in-law.
- 4. Reasonable verification of the event may be required by the Borough.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

- A. Employees covered by this Agreement shall be granted a total of twelve (12) paid holidays by the Employer. The compensation for all holidays shall be paid by the Borough to the employee in one check which is to be received by the employee with their last paycheck in November of the calendar year.
- B. In the years 1994 and 1995, employees shall be entitled to two (2) personal days with pay per year in additional to the holidays authorized in Section A of this Article. Begining January 1, 1996, employees shall be entitled to three (3) personal days with pay per year in additional to the holidays authorized in Section A of this Article. Reasonable notice shall be given to the Chief before these days are taken, but the employee need not be obligated to give any reason for the taking of personal leave.

ARTICLE VIII

EMPLOYEE HEALTH INSURANCE

- Α. The Borough agrees to provide health insurance for it's employees Under the Borough's health insurance plan the deductible shall be \$200.00 for each person and \$600.00 for family. The Borough agrees upon payment of \$10.00 co-payment to self insure all lab fees and surgery within a doctor's office that would have been covered under the old Medallion policy if it is not covered by the Borough's existing health plan. In addition after the aforementioned deductibles are met any other claim submitted that would have been paid under the Medallion Plan and which is not honored by the Borough's existing health plan will be self insured by the Borough. Any employee hired after January 1, 1990 and after completing their six month probationary period will receive under the health insurance plan, individual coverage on a non-contributory basis and full family coverage on a contributory basis. After the completion of two years of service from their date of hire, the employee will receive both individual and full family coverage on a non-contributory basis.
- B. The Borough further agrees to provide all employees covered by this Agreement with a free yearly eye examination by an opthalmologist chosen by the employee. The eye examination is limited to employees and payment for the exam shall be made by submission of a voucher to the

Borough Clerk who shall in turn make direct payment to the opthalmologist. Vouchers are to be obtained from the Chief of Police.

- C. Each member shall be furnished with a complete list of benefits to which the member and his family are entitled.
- D. Each member shall receive a complete package of personnel policies, rules and regulations and other documents to which he is subject. The aforementioned package shall be revised and furnished to each member of the Association.
- E. The employees shall enjoy the same eyeglass program as all other Borough employees currently enjoy.
- F. Employees will be included in the Borough's prescription plan with a cap of \$300.00 per family.
- G. Employees will be entitled to a yearly physical at Sea Girt Medical Center, which includes history and physical examination, chest X-rays (2 views), EKG (12 leads), urinallysis, blood chemistry profile (24 tests excluding HIV screening) and visual acuity screening.
- H. Any employee who is elegible to be covered under the Borough's health insurance carrier and chooses to be covered under their spouse's health insurance carrier, shall

be paid Two Thousand Dollars (\$2,000.00) in a lump sum. If the employee chooses to enroll in the Borough's health benefit plan, after being covered under his spouse's plan, he shall be allowed to do so as soon as practicable. The employee shall then reimburse the Borough the remainder, on a pro-rated basis, of the Two Thousand Dollars (\$2,000.00). The pro-ration shall be determined at a rate of Five Dollars and Forty-Eight cents (\$5.48) per day. (NOTE: \$2,000.00 divided by 365 days to determine pro-rated figure.)

ARTICLE IX

USE OF PERSONAL VEHICLES

When members use their personal vehicles in the scope of employment, whether on or off duty and whether in or without the Borough limits, they shall be entitled to twenty (20) cents a mile and tolls and parking expenses, provided however that the personal vehicles are used only when no Borough vehicle is available and only when permitted by the Chief of Police. The driving of personal vehicles from residence to headquarters and from headquarters to residence is specifically excluded from the provision of this Section.

ARTICLE X

CLOTHING ALLOWANCE AND MAINTENANCE

- A. All uniformed police officers shall be paid \$300.00 per year clothing allowance and \$800.00 per year clothing maintenance allowance. Begining January 1, 1995 all uniformed police officers shall be paid \$300.00 per year clothing allowance and \$1,000.00 per year clothing maintenance allowance.
- B. All detectives and plain clothes officers shall be paid \$325.00 per year for clothing allowance and \$800.00 per year clothing maintenance allowance. Begining January 1, 1995 all detectives and plain clothes officers shall be paid \$325.00 per year clothing allowance and \$1,000.00 per year clothing maintenance allowance.
- C. In the event a uniform change is ordered by the Employer, the Employer shall pay for the costs of the change in addition to the foregoing allowance.
- D. The employee covered hereby may purchase his uniform at a store of his choice provided said clothing conforms to department regulation.
- E. The clothing allowance stated in "A" and "B" above shall be paid by voucher only. The clothing maintenance shall be paid on the last payday of November.
- F. All employees covered by this Agreement shall be entitled to full reimbursement for any clothing damaged or destroyed during an official act of duty. However, the application for such reimbursement must be made to the Chief of Police and approval of same shall be in his total discretion.

ARTICLE XI

FALSE ARREST INSURANCE

- A. The Employer will keep in effect to cover each employee in the performance of his duty or for any litigation instituted in which it is contended that the matter arose in the performance of the officer's duty, false arrest and disability insurance which shall provide for One Million (\$1,000,000.00) Dollars of coverage.
- Since employees of tis department are required by accepted tradition and policy to be armed 24 hours a day and to volunteer to suppress criminal acts and take other law enforcement responsibilities at all times whether on regular duty assignment or not and whether in the Borough of Spring Lake Heights or not, the Employer agrees to obtain such false arrest and liability insurance coverage in a contract of insurance which shall provide coverage to the employee for acts occurring in pursuit of this policy beyond regular duty assignment and in the event such insurance is not obtained, the Employer agrees to provide legal defense for and employee against whom a civil claim or a suit is instituted and indemnify the employee for any damages awarded to a claimant. Any policy of insurance obtained in accordance with this provision shall be delivered to the employee bargaining unit Executive Committee for examination and approval.

ARTICLE XII

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operatons of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough.
- C. Nothing contained in the Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction in the event of such breach by the Association or its members.

ARTICLE XIII

SALARY

- The normal base salary for each of the classifications set forth below shall be as follows: 1/1/94 1/1/95 1/1/96 Lieutenant after 1st yr. 51,469.53 54,043.01 56,745.16 Lieutenant 1st yr. 48,905.07 51,350.32 53,917.84 Sergeant after 1st yr. 47,858.80 50,251.74 52,764.33 46,277.30 48,591.17 51,020.73 Sergeant 1st yr. Patrolman after 2nd yr. 45,096.36 47,351.18 49,718.74 Patrolman 2nd yr. 41,296.38 43,361.20 45,529.26 Patrolman 1st yr. 38,679.71 40,613.70 42,644.39
- B. Payment of 1994 retro monies shall be within thiry (30) days of the signing of this agreement.
- C. Also remuneration owed to an employee from all sources in any one bi-weekly pay period shall be paid in one check less any mandated agency deductions.

ARTICLE XIV

LONGEVITY

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

YEARS OF SERVICE

INCREMENT OF BASE PAY

Upon completion of five (5) years service 3%
Upon completion of ten (10) years service 6%
Upon completion of fifteen (15) years service 9%

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

ARTICLE XVI

UNSAFE VEHICLES

- A. The Borough shall repair unsafe vehicles immediately or remove said vehicle from service.
- B. If a patrolman is aware of an unsafe condition of a vehicle, including emergency equipment, he shall report same to this officer in charge of vehicles in writing. The officer in charge shall immediately remove the vehicle or vehicles from service if he finds that an unsafe condition exists.

ARTICLE XVII

COURT TIME

- A. All employees shall receive and be compensated at time and one-half for all time required to be spent on days off in Municipal Court, County Court, State or Federal Courts in Criminal or Civil Actions in which they are involved in an official capacity with a minimum of two hours per off day appearance.
- B. In the event an employee so desires he may request that in lieu of payment as set forth in Section A above he receive compensatory time off for time spent in court. The Chief of Police shall in his descretion, which shall not be unreasonably withheld, grant such requests.

ARTICLE XVIII

EDUCATIONAL INCENTIVE

A. The employer agrees to pay each year to each employee covered by this Agreement in the last paycheck in November in addition to his annual salary an education incentive for any Associates and/or Bachelors Degrees which have been obtained on or before June 1, 1980 based upon the following table:

Associate Degree \$300.00

Bachelors Degree \$500.00

- B. Educational incentive programs in accordance with "A" above will also be paid for any Associates or Bachelors Degree obtained in criminal justice or police administration after June 1, 1980.
- C. The employee shall not be entitled to additional sums set forth in B above until such time as he is actually in receipt of the degree. For the year in which a degree is received the sum allotted will be prorated to reflect the actual amount of time the degree is held.
- D. The Borough will reimburse any member who attends a State College (To include Brookdale and Ocean County Community College) and takes courses leading to a criminal justice degree. However, the member must maintain a "C" average in order to receive the reimbursement. The Borough will pay the members who achieve a "C" average in the course of the first payday following the receipt of the grades by

the Chief of Police. The Borough will also pay the member for the text books used during the course as long as the texts are returned to the Borough for future use by other members.

- E. The Borough agrees to establish a suitable training program to advance the professional education and training of the members of the Association. The Chief of Police, in his discretion, shall establish said program and arrange for six members of the Association to attend such training on an annual basis.
- F. These schools shall be in addition to all schools attended by an officer on his personal time.

ARTICLE XIX

METHOD OF COMPUTATION

In the event a member becomes entitled to any time off, he will receive money compensation to be computed by multiplying each hour of time owed by either his regular straight time rate of pay or time and one-half his regular straight time rate of pay, depending upon whether or not he would have been entitled to straight time or overtime compensation in lieu of the time owed.

ARTICLE XX

FRIOR WORKING CONDITIONS

- A. All conditions of employment relating to wage, hours of work and general working conditions presently in effect for members shall be maintained at not less than the standards now in effect and the conditions shall be improved whereever specific conditions for improvement are made in this Agreement.
- B. In order to facilitate the negotiations of the terms and conditions of employment in future, the Borough shall select a representative to advise the police association before the introduction of any ordinances and resolutions which will affect the police department in order that negotiations may begin in accordance with the new law.
- C. In order for a past practice to be binding it must be:
 - a consistent and ascertainable course of action;
 - 2. engaged in for some reasonable length of time;
 - of which both parties are aware;
 - which is not inconsistent with specific expressed written terms of the labor agreement;
 - 5. which is in response to a given set of specific circumstances and conditions.

ARTICLE XXI

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, subject to limitations of this Agreement. Any outside employment or activity must not interfere with the employees's efficiency in his position with the Town.

ARTICLE XXII

GRIEVANCE PROCEDURE

Step A. In the event that any difference or dispute shall arise between the Borough and the employees over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately between the aggrieved employee and his immediate superior. Such action must be instituted within ten (10) calendar days after the PBA President or the employee knew or should have known of the grievance, whichever is later.

Step B. If no satisfactory agreement is reached within one (1) caldendar day then the grievance shall be reduced to writing and submitted to the Chief of Police.

Step C. If no satisfactory agreement is reached within three (3) calendar days thereafter, then a conference will be arranged with the Councilman in charge of the Department.

Step D. Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Mayor and Concil as a whole, who shall have ten (10) calendar days from date of submission to reach a decision.

The aggrieved employee has a right to representation by an official of the Association in Step B, C and D above.

Step E. Within two (2) weeks of the transmittal of the written answer of the Mayor and Jouncil, if the grievance is not settled to the satisfaction of both parties, either

party to this Agreement may proceed further to arbitration. The rules and regulations of the New Jersey Public Employment Relations Commission and its offices shall be used in obtaining the services of an arbitrator. The parties shall share equally the costs of arbitration.

The following grievance procedure shall be subject to the following general provisions and considerations:

- 1. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps, and grievance answers are given to the Association is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify the Association shall be upon the employee -- not the Borough.
- 2. The steps provided for herein may be waived by mutual agreement of the parties.
- 3. If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step. Written notice of failure shall, in each instance, be in writing to the Borough Clerk.
- 4. Borough shall have the same grievance rights as the Association and/or its members -- employees of the Borough.
- 5. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- 6. The decision of the Arbitrator shall be binding upon the parties.

- 7. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- 8. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

ARTICLE XXIII

SICK LEAVE AND TEMPORARY DISABILITY

- A. Sick leave for all permanent employees covered by this Agreement shall be granted as same is provided for in and under the terms and provisions of chapter 65 "Personnel Policies and Practices" of the Code of the Borough of Spring Lake Heights and all amendments thereto, including those set forth in Ordinance No. 3-1983 adopted by the Borough on March 14, 1983. Borough agrees to further amend Chapter 65 by amending Ordinace No. 3-1983 to provide all full time permanent Borough employees with ten (10) days of sick leave with pay per year. The amendment shall be put into effect so as to be applicable for the year 1984 and thereafter.
- B. Absence from employment due to service or job connected illness or injury shall not be charged against current or accumulated sick leave but those so injured or sick will be paid their regular rate of pay for a period of four (4) weeks and twenty-two (22) weeks at eighty (80) percent of regular pay during the period of illness or injury. Any temporary disability benefits paid by workers compensation covering that period will be paid to the employer.
- C. In the event a police officer is absent from employment due to an injury caused while actually responding to a call or apprehending a criminal or other violator of the law, that employee during his period of injury shall be paid his regular rate of pay for up to two (2) years.

- D. The employer reserves the right to require at any time at its expense an independent medical examination to determine the employee's fitness for duty.
- E. The Borough shall put into effect and be subject to the New Jersy Unemployment Compensation and Temport Disability Benefits laws effective January 1, 1984.
- F. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police, or his designated representative, shall be notified as early as reasonably possible prior to the start of the scheduled work shift for which he is absent. Failure to notify may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- G. The appointing authority may require proof of illness of an employee on sick leave after third consecutive day at employer expense.
- H. During protracted period of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Borough medical physician at employer expense. The employee may insist upon confidentiality when appropriate at his option. When under medical case, employees are expected to conform to the instructions of the attending physician if

they wish to qualify for salary payment during such period of illness or disability.

- 1. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- J. Any employee who engages in outside employment while on sick leave (his scheduled shift assignment) without the permission of the Department Head shall be subject to disciplinary action.
- K. Employees who are injured whether slightly or severely while working, must make a report within a reasonable period of time thereof to their department head or supervisor.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of January 1, 1994 and shall terminate on December 31, 1996.
- B. If any provision of this Agreement or any application of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of those issues which were the subject of negotiations.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXV

SCOPE OF THE AGREEMENT

This Agreement represents the issues which the parties have negotiated. Any other disputes concerning the terms and conditions of employment which arise during the term of this Agreement, the application of policy, regulations, and their terms of this Agreement shall be subject to advisory arbitration as provided herein.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this 27TH day of DECEMBER , 1993.

ATTEST:

BOROUGH OF SPRING LAKE HEIGHTS

ATTEST:

THE BOROUGH OF SPRING LAKE
HEIGHTS POLICEMEN'S BENEVOLENT

JOSEPH N. DEMPSEY

Counselor at Law, P.A.

10 Neptune Boulevard

Neptune, N.J. 07753

(908) 774-6565

Fax (908) 775-6987

December 28, 1993

Patrolman David Petriken Spring Lake Heights Police Department 555 Brighton Avenue Spring Lake Heights, New Jersey 07762

Claire Barrett, Municipal Clerk Borough of Spring Lake Heights 555 Brighton Avenue Spring Lake Heights, New Jersey 07762

Dear Patrolman Petriken and Ms. Barrett:

Re: 1994 - 1996 Contract

Enclosed please find five original copies of the above contract for signature. Upon execution of same, the distribution of the copies is as follows:

- 2 copies for Spring Lake Heights PBA 50;
- 2 copies for the Borough of Spring Lake Heights;
- 1 copy returned to the office of Joseph N. Dempsey, Esq.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MOSERH N. DEMPSE

JND:tar Enclosures

ADDENDUM

TO

AGREEMENT

BETWEEN

BOROUGH OF SPRING LAKE HEIGHTS MONMOUTH COUNTY, NEW JERSEY

AND

SPRING LAKE HEIGHTS PBA LOCAL 50

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

ARTICLE XIII - SALARY is amended as follows:

Any employee hired after April 8, 1994 shall be paid under the following salary guide:

	1/1/94	1/1/95	1/1/96
Lt. after 1st yr.	\$51,469.53	\$54,043.01	\$56,745.16
Lt. 1st yr. Sgt. after 1st yr.	\$48,905.07 \$47,858.80	\$51,350.32 \$50,251.74	\$53,917.84 \$52,764.33
Sgt. 1st yr.	\$46,277.30	\$48,591.17	\$51,020.73
Ptl. after 5 yrs.	\$45,096.36	\$47,351.18	\$49,718.74
Ptl. after 4 yrs.	\$45,000.00	\$45,000.00	\$45,000.00
Ptl. after 3 yrs.	\$40,000.00	\$40,000.00	\$40,000.00
Ptl. after 2 yrs.	\$35,000.00	\$35,000.00	\$35,000.00
Ptl. after 1 yr. Prob.	\$30,000.00	\$30,000.00	\$30,000.00
Probationary Ptl.	\$25,000.00	\$25,000.00	\$25,000.00

This amendment will take effect on April 11, 1994 and will expire on December 31, 1996.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 11th day of April , 1994.

BOROUGH OF SPRING LAKE HEIGHTS

FRANK ADAMS, MAYOR

DANIEL GUNNING

ABA 50 REPRESENTATIVE

ADDENDUM

TO

AGREEMENT

BETWEEN

BOROUGH OF SPRING LAKE HEIGHTS MONMOUTH COUNTY, NEW JERSEY

AND

SPRING LAKE HEIGHTS PBA LOCAL 50

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

ARTICLE XIII - SALARY is amended as follows:

Any employee hired after April 8, 1994 shall be paid under the following salary guide:

	1/1/94	1/1/95	1/1/96
Lt. after 1st yr.	\$51,469.53	\$54,043.01	\$56,745.16
Lt. 1st yr.	\$48,905.07	\$51,350.32	\$53,917.84
Sgt. after 1st yr.	\$47,858.80	\$50,251.74	\$52,764.33
Sgt. 1st yr.	\$46,277.30	\$48,591.17	\$51,020.73
Ptl. after 5 yrs.	\$45,096.36	\$47,351.18	\$49,718.74
Ptl. after 4 yrs.	\$45,000.00	\$45,000.00	\$45,000.00
Ptl. after 3 yrs.	\$40,000.00	\$40,000.00	\$40,000.00
Ptl. after 2 yrs.	\$35,000.00	\$35,000.00	\$35,000.00
Ptl. after 1 yr. Prob.	\$30,000.00	\$30,000.00	\$30,000.00
Probationary Ptl.	\$25,000.00	\$25,000.00	\$25,000.00

This amendment will take effect on April 11, 1994 and will expire on December 31, 1996.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 11th day of April , 1994.

BOROUGH OF SPRING LAKE HEIGHTS

FRANK ADAMS MAYOR

DANIEL GUNNENS

PBA 50 REPRESENTATIVE