COLLECTIVE BARGAINING AGREEMENT

Between the

BOROUGH OF ATLANTIC HIGHLANDS

and the

NEW JERSEY STATE POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL 242, ATLANTIC HIGHLANDS, NEW JERSEY

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JULY 1, 2015 through JUNE 30, 2020

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AGREEMENT

THIS AGREEMENT is made this 22 day of March 2016, between the Borough of Atlantic Highlands, hereinafter referred to as the "Borough" or "Employer" and New Jersey State Policemen's Benevolent Association, Local 242, hereinafter called the "PBA".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment,

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

ARTICLE I – RECOGNITION

A. The Borough hereby recognizes the Borough of Atlantic Highlands PBA, Local 242, as the exclusive collective negotiations agent for all officers holding the rank of Patrolman, Sergeant or Lieutenant in the Police Department of the Borough, with the exception of Chief of Police and Captain of Police pursuant to NJSA 34:13A-5 3.

B. The title of Patrolman or Policeman shall be defined to include the plural as well as the singular and to include males and females, and the use of the words employee, policemen or officer shall be intended to include all persons of the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement, unless otherwise provided for by law.

ARTICLE III - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying and recognized as department policy shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

ARTICLE IV - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with New Jersey Employer-Employee Relations Act (PERC Act) NJSA 34:13A-1, in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on March 1st for the last year covered by this contract. Any agreement so negotiated shall apply to all the duly certified members 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 respond within ten working days to all reasonable requests for financial information, to include but not be limited to financial statements, audits, debt obligations, tax collection rate, tax valuation, etc.

C. Neither party shall have control over the selection of negotiating representatives 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 may 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

E. Each party shall appoint a negotiating committee of not more than three persons, not including legal or negotiating representatives. Other members of each party may attend all meetings but not as part of the negotiating committee.

F. In all negotiation sessions, one person with 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 his designated representative and the municipal governing body is represented by the Borough Administrator or the individual designated to be the Chief negotiator on behalf of the Borough.

In addition to the persons required to begin negotiating session, either side may bring to the negotiating sessions any representatives it may choose.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association shall be permitted to transact official Association business on Borough property at all reasonable times, provided that this shall not interfere with or interrupt normal Borough operations.

B. In accordance with the basic practice, the Borough shall grant the President of the Association, State Delegate and/or the President's representative (hereinafter referred to as his representative), such time as is necessary for him to conduct his responsibilities as a representative of the Atlantic Highlands PBA Local 242, and he shall be paid for any time so spent if it is during his regular tour or work week. Included in this absence from duty with pay shall be attendance by the President, State Delegate and/or the representative at conventions, seminars up to five days and other regular or special meetings of the local, County or State Policemen's Benevolent Association or other organizations approved by the Chief of Police or Borough Administrator in which the Atlantic Highlands PBA has an interest.

C. Grievance Committee. The Borough shall permit members of the Association's Grievance Committee (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedures set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department to its proper effectiveness.

Only one (1) member of the Association Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Association Grievance Committee shall be permitted to confer with the Police Chief, or his designee, the Borough Administrator or the Police Commissioner, as more fully delineated in Article XX.

D. Convention Committee. The Borough agrees to grant the necessary time off without loss of pay to the President of the Local or his representative and one (1) other member of the Association selected as delegates to attend the State Convention of the New Jersey Policemen's Benevolent Association as provided under NJSA 11A:6-10; one (1) other member will be allowed vacation during the convention using the officer's own vacation time. The Borough further agrees to grant the necessary time off without loss of pay to a delegate of the Local or his representative to attend any other State Convention. All members shall provide proof of attendance.

E. The Association shall have the right to conduct official PBA meetings at reasonable times on municipal premises provided 24-hour notice is first given to the Employer by giving such notice to the Borough Administrator before the meeting is to begin. The Employer shall select an appropriate place, depending on the number of persons to attend as estimated by the Association. The

Association shall not be required to identify the persons who are to attend the meeting nor may the meeting interfere with the ordinary conduct of the Police Department and that sufficient personnel will be available to have one patrol car on the road at all times during the course of any meeting.

ARTICLE VI - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer, or any of its agents, or the Association, or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Association. The Employer and any member or members of the Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE VII - RETIREMENT

Members shall retain all pension rights under the pension system to which they belong. The Association and Borough acknowledge and agree that all members of the Association shall be part of the Police and Fire Retirement system, as administered by the State of New Jersey and any related ordinances of the Borough.

ARTICLE VIII - EXTRA CONTRACT AGREEMENT

The Borough agrees not to enter into any other Agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement consistent with NJSA 34:13A-5.3.

A. Employees will receive fifteen (15) sick days at the beginning of each year; however, all new hires after January 1, 1997 shall receive ten (10) sick days the beginning of each year for the first six (6) years, and fifteen (15) sick days per year thereafter. The amount of such leave not taken shall accumulate from year to year. The Employer reserves the right to extend sick leave.

B. An employee absent on sick leave shall report his absence as soon as possible prior to the start of his shift, except where emergent circumstances would prevent the employee from doing so. An employee may apply for sick leave if a member of his immediate family becomes incapacitated to a point that makes it necessary for the employee to care for the individual family members. (Immediate family is defined as spouse, children and employee's parents.)

C. Absence from employment due to any service or job-connected illness or injury shall not be charged against current or accumulated sick leave. Officers will be paid for their regular pay rate for a period of the duration of the disability to 52 weeks beginning on the first day of any injury or service-connected disability. Any temporary disability benefits paid by Workmen's Compensation, or any other income received from coverage provided by the Borough, covering that 52 week period, or any extension granted, will be paid to the Employer.

D. Sick leave may be extended and paid by the employer beyond the amount accrued by the employee at the sole discretion of the Employer.

E. In the event a disagreement should arise between the members of the Association and the Employer with respect to the existence or extent of disability or illness, such issue shall be determined by the employee submitting a report from his own physician. If this report is not acceptable to the Employer, the Employer shall have the employee examined by a physician of the Employer's choice.

In the event the parties do not agree upon the opinions of these doctors, the employee shall be examined by a physician mutually agreed upon by the parties. The results of these examinations will be submitted to the parties for evaluation.

In the event there shall be a disagreement between the parties as to the results of the physician's examinations, it shall not be subject to the regular grievance procedure and no court or agency shall be resorted to by the parties prior to submission of the matter to arbitration. Disagreement concerning the physician's opinions shall be submitted directly to arbitration in accordance with the terms of this Agreement.

F. Employees shall receive compensation for 75% of their accumulated sick time at the rate of pay currently in effect if the employee retires after completing 25 years of service in a recognized pension and retires by December 31 of the same year where they qualify to retire. If they elect to stay beyond the end of the qualifying year where they would be able to, they would be paid 50% of all accumulated sick time at the time of retirement at the rate of pay currently in effect.

G. Should an officer, at the time of his separation from service for medical reasons have accumulated but not used sick leave, he shall received fifty percent (50%) of his sick leave. He shall be paid for fifty percent (50%) of his accumulated sick leave at the same rate of pay as he is earning at the time of his separation from service.

H. The PBA may implement a sick-leave pool through which employees can transfer accumulated sick days to members whose accumulation has been exhausted. The details and administration of the pool shall be the responsibility of the local. The local shall hold the Borough harmless in connection with the implementation and administration of the pool, but shall provide a copy of same to the Borough when it is implemented. The PBA shall indemnify, defend and save the Borough harmless against any and all claims.

I. A leave of absence for reasons of child care due to the birth of a child, adoption of a child or to care for a family member with a serious illness or health condition may be granted to an eligible employee for up to twelve (12) weeks in a twenty-four (24) month period in accordance with the New Jersey Family Leave act, NJSA 34:11 B-1 et seq. (FLA) and Federal Family and Medical Leave Act of 1993, 29 U.S.C. 2601 et seq. (FMLA)

J. Employees with more than 6 years of service may sell back up to 7 sick days each year. Payment for any such days shall be at the employee's rate of pay in effect as of December 31st of that "sell back" year. The employee must have and maintain, at a minimum, 30 days of sick leave in his/her accumulated sick day bank in order to be eligible to sell back any sick days pursuant to this clause.

ARTICLE X - HOURS

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continually throughout the seven day week. The standard work week for pay purposes only shall consist of 40 hours per week.

B. In December 2006, the Borough and PBA Local 242 entered into a separate "Agreement to Implement Police Shift Schedule Change on Trial Basis" (attached hereto). By that Agreement, the Borough and Police Chief agreed as a exercise of the Borough's discretionary managerial prerogative and authority to put in place on a trial revocable basis a 12 hour tour shift schedule for officers in the Patrol Squads. The Agreement further provides in Paragraph 4 therein that the work schedule shift revision was totally at the discretion and control of the Borough, and that the Borough had and retained the right and entitlement at any time to reinstate the former work/shift schedule for patrol squad officers of 8 hour shifts (5 days on/2 days off) without any need or obligation to negotiate with or obtain the consent of the PBA, or negotiate the impact of that action with the PBA.

The separate Agreement further specified and detailed changes to certain provisions --- being Article IX, X, XI, XII, XIII, and XIV --- that would be implemented to convert references to "days" in the 2006-2010 PBA Contract into the equivalent "hours" and modify overtime provision, so as to have the effective time for sick, vacation, etc. remain the same and the change in schedule not effectuate an entitlement to overtime.

The use of 12 hour shifts for patrol squad officers remains in place as per the Borough's discretion. The provisions of this 2015 Collective Bargaining Agreement is largely unchanged from the 2006 Collective Bargaining Agreement, other than certain salary and other limited changes, with the Article numbers remaining unchanged. Consequently, the authority for the setting and determination of the shift schedule shall continue with the

Borough as stated in the "Agreement to Implement Shift Schedule on Trial Basis", and the Borough retains its managerial rights and authority to revise the shift schedule in the future at its discretion as set forth in said December 2006 Agreement. The parties agree that the separate "Agreement" dated December 2006 --- and the effectiveness of the revisions and modifications set forth in that Agreement to various PBA Contract terms as referenced therein to convert various time references from days to hours --- will continue in effect so as to modify this Agreement as long as the Borough in its discretion continues the use of 12 hour shifts.

The existence or continuation of the 12 hour shift shall not constitute a "past practice" so as to create any claim or entitlement to the shift schedule being a term of employment or an entitlement under Article III "Retention of Benefits" or any other term of this Contract, or in any way detract from the Borough's managerial rights as set forth in the December 2006 Agreement to address or change the shift schedule in the future in its discretion.

C. Shift assignments for each officer shall be made uniformly as others are made in his Division and no officers shall be discriminated against in terms of his rotation of the shift assignments.

D. Every effort will be made to see that there shall be at least two officers on duty at all times.

E. Off duty employment shall be administered, limited and controlled by Borough Ordinance and other Departmental policies as determined by the Chief of Police.

F. If there is no supervisory personnel on a shift, the senior patrolman shall assume the duties of a sergeant and shall be paid at a sergeant's base rate of pay.

ARTICLE XI - OVERTIME

A. The Employer agrees that the overtime consisting of time and one-half (1 ½) shall be paid to all members of the bargaining unit covered by this agreement for hours worked in excess of the normal work day of eight (8)

hours and for any normal work week in a seven (7) day period of more than forty hours (40) service, school attendance, range time, and department meetings. Overtime shall be defined as hours/time worked in excess of the regular forty (40) hour work week. A work week shall be defined as Sunday through Saturday. If sick time is used in the same work week as overtime, the employee shall be paid straight time for the hours worked in excess of the 40 hours. This will only occur on the third and subsequent instance, in a calendar year, where the employee worked in excess of 40 hours in a work week and used a sick day in the same week. An employee may elect to receive overtime in either cash or in compensatory time off. (See Article XXX Miscellaneous, Section F). Both the cash and compensatory time off shall be accumulated at the rate of time and one-half.

B. Employees shall not be paid overtime for hours of work in excess of the normal workday unless such overtime is authorized by the Chief of Police or the officer in charge of the shift.

C. Any additional time beyond the tour as defined herein shall be paid at the rate of time and one-half (1 ½) time. (See Article XI – Overtime, Section A, for definition of overtime). In the event an employee is required to work fifteen (15) minutes or more of overtime, he shall be paid as though he had worked one-half (1/2) hour. If he is obligated to work more than forty-five (45) minutes but less than one (1) hour, he shall be paid as though he has worked an hour. For any portions thereafter, time will be compensated in the manner described above.

D. In the event a member of the bargaining unit is called into duty other than his normal assignment, he shall be paid overtime at the time and one-half (1 ½) rate for all time worked during such period but in no such case shall be paid for less than four (4) hours. This is to include Parades and special events.

E. Any employee, whose presence shall be required in any court relating to the Borough, including County, Superior or in any administrative hearing in the Department of Motor Vehicles, at a time other than when he is on duty, shall be paid for that time at the rate of time and one-half (1 ½) time, but in no such case shall be paid for less than 2 hours. This shall include officers responding to their own complaints, as witnesses at the direction of their superior officers or of the Chief of Police, and in response to subpoenas from any court (or attendance in court) in lieu of subpoena arranged by either the prosecutor's office, superior officers of the department, the Chief of Police, or attorneys representing parties in civil litigation or criminal prosecution or

defense, or administrative hearings. Every effort shall be made to schedule Municipal Court hearings during duty hours.

ARTICLE XII - VACATIONS

A. All members hired prior to January 1, 2012 shall receive the following vacation per annum. Employees hired after January 1, 1997 shall have vacation as per the following schedule except that vacation shall not exceed two hundred (200) hours per year

Hire to end of first year	40 hours each six (6) months
2nd year through 4th year	80 hours
5th year through end of 9th year	120 hours
10th year to end of 14th year	160 hours
15th year to end of the 19th year	200 hours
Beginning 20th year	208 hours
Beginning 21st year	216 hours
Beginning 22nd year	224 hours
Beginning 23rd year	232 hours
Beginning 24th year	240 hours

Employees hired after January 1, 2012 shall receive the following vacation time per annum.

Hire to end of 6 months.....	40 hours
7th month through end of 1st year.....	40 hours
2nd year through end of 9th year.....	80 hours
10th year through end of 15th year.....	120 hours
16th year through end of 25th year.....	160 hours
26th year and over	8 additional hours per year capped at 200 hours.

B. Members may select up to 120 working hours during any part of the year, with the exception of the date of the annual Fourth of July Fireworks where no leave may be taken without the approval of the Chief of Police. The Borough will make every effort to advise the PBA of the date for the fireworks display prior to the selections of vacation in November of the preceding year.

C. No more than two officers may be on vacation at the same time. The Lieutenant and Detective position will not be counted as an officer who is on vacation. At the sole discretion of the Chief of Police and on a case by case basis, he may allow more officers to be on vacation at the same time.

D. Compensatory time may be added to vacation time with the approval of the Chief of Police.

E. All vacation earned in a given year must be used in the particular year. No vacation can be carried over from year to year without the express written approval to the Chief of Police.

ARTICLE XIII - HOLIDAYS

A. The following shall be recognized as holidays under this agreement

New Year's Day	Easter Sunday
Lincoln's Birthday	Martin Luther King Day
Independence Day (July 4)	Labor Day
Thanksgiving Day	Veteran's Day
Memorial Day	Columbus Day
Christmas Day	
Washington's Birthday	
Good Friday	

B. Holiday Pay shall be included in the employee's base rate of pay.

C. Beginning January 1, 2004, employees shall be entitled to five (5) personal days. Employees will be paid straight time for any unused Personal Day's not taken. Personal Days shall be scheduled as far in advance as possible. Employees shall provide 24 hours notice, except for emergencies, of intent to utilize personal days.

ARTICLE XIV - DEATH IN FAMILY

A. Every employee shall be granted four (4) days leave with pay upon the death of a member of his immediate family. Such leave should normally be from date of death to and including date of burial, but can be alternate dates if funeral arrangements are delayed. Immediate family shall include spouse, children, parents, grandparents of member and spouse, brothers, sisters and spouse's parents If additional time is needed, vacation, sick leave or accumulated leave may be used at the discretion of the Chief of Police.

B. In the event of the death of any relative other than those listed in Section A, an appropriate amount of time as deemed necessary by the Chief of Police shall be granted. This time shall be granted from the employee's accumulated time.

ARTICLE XV - EXCHANGE OF DAYS OFF

A. Members may exchange tours of duty, days or hours off with each other provided such exchange will not result in overtime claims by either party to the exchange and further provided it be approved by the Chief of Police.

B. The member(s) who is to work the shift in an exchange is responsible for either getting someone to work for him or paying for someone to cover the shift in the event he cannot work it.

ARTICLE XVI - SALARIES

A. Each employee shall receive the following increases. For employees hired between 11/1/96 and 12/31/02 each Step has a duration of one year. For employees hired after 12/31/02, each Step has a duration of one year, except 5th Step which has duration of two years. For employees hired after 7/1/2015, each Step has a duration of one year, except the 5th and 7th Steps each of which has a duration of two years. All salary increases shall be fully retroactive to July 1, 2015

See Next Page for Salary Guide

SALARY GUIDE
JULY 1, 2015 THROUGH JUNE 30, 2020

Rank / Step	July 1, 2015 2.0%	July 1, 2016 1.75%	July 1, 2017 2.0%	July 1, 2018 2.0%	July 1, 2019 1.75%
Lieutenant	$ 110,855.03	$ 112,794.99	$ 115,050.89	$ 117,351.91	$ 119,405.57
Sergeant	$ 106,643.21	$ 108,509.47	$ 110,679.66	$ 112,893.25	$ 114,868.88
Patrolman 8th Step	$ 98,462.62	$ 100,185.72	$ 102,189.43	$ 104,233.22	$ 106,057.30
Patrolman 7th Step	$ 95,401.61	$ 97,071.14	$ 99,012.56	$ 100,992.81	$ 102,760.19
Patrolman 6th Step	$ 84,634.76	$ 86,115.87	$ 87,838.19	$ 89,594.95	$ 91,162.86
Patrolman 5th Step	$ 73,867.92	$ 75,160.61	$ 76,663.82	$ 78,197.10	$ 79,565.55
Patrolman 4th Step	$ 63,101.11	$ 64,205.38	$ 65,489.49	$ 66,799.28	$ 67,968.26
Patrolman 3rd Step	$ 57,093.67	$ 58,092.81	$ 59,254.67	$ 60,439.76	$ 61,497.45
Patrolman 2nd Step	$ 51,086.24	$ 51,980.25	$ 53,019.85	$ 54,080.25	$ 55,026.66
Patrolman 1st Step	$ 43,152.36	$ 43,907.53	$ 44,785.68	$ 45,681.39	$ 46,480.81
Academy Step	$ 36,163.56	$ 36,796.42	$ 37,532.35	$ 38,283.00	$ 38,952.95

B. Probationary Officers Attending Police Academy: New officers attending Basic Recruit training at a Police Training Commission certified Academy will provide their own transportation to the academy, reporting on times set by the academy. The hours worked would consist of the time the academy requires an officer to report at the academy class up to the time the officer is released at the academy. Meal allowances will not be provided during Basic Recruit training.

C. Academy step will be consistent with attendance at the Police Academy. Once the officer has graduated, the salary will be automatically increased to Patrolman 1st step. The Academy Step and Patrolman 1st Step will be a combined one year step. Officers hired that are already class A certified, will begin at the Patrolman 1st step rate.

ARTICLE XVII - MEDICAL AND HOSPITAL INSURANCE AND DENTAL PLAN AND VISION PLAN

A. The Employer will provide health insurance coverage for all employees hired on or before July 1, 2015 (and their spouse/dependent) as set forth in the Plan Booklet of the Central Jersey Health Insurance Fund, or the substantial equivalent, for the member and his family. Employees hired on or before July 1, 2015 (and their spouse/dependents) shall be enrolled in the Point of Service Plan (POS). (See attached clarification letter by Administrator). The employee (and spouse/dependant) shall be responsible for a $15 co-payment for every doctor visit and every drug prescription.

B. For all employees hired after July 1, 2015, the health insurance coverage provided to the employee (and spouse/dependents) by the Employer shall be the PPO Option 3. The level of benefits for such employees hired after July 1, 2015 shall be as set forth in the attached Exhibit (or the substantial equivalent).

C. Any employee hired on or before July 1, 2015 may voluntarily opt to switch the health benefit coverage from the POS Plan to the PPO Option 3 Plan at the permissible dates specified by Plan requirements. Such employees hired on or before July 1, 2015 opting to switch coverage to the PPO 3 Plan shall thereafter have the right at their option to opt/switch back to POS Plan coverage at the dates/events permitted by Plan regulations (certain defined life events or during the annual open enrollment period).

D. The Employer will provide a Dental Plan for the member and his family. This Dental Plan will include an orthodontics benefit for dependent children only as detailed hereafter. (See addendum)

E. The employer will provide a vision benefit as detailed hereafter. (See addendum)

F. Any employee may, upon providing at least 30 days notice (before the first of any month) and proof of adequate coverage from another source, voluntarily opt out of the Borough health coverage and/or prescription plan. Employee opting out will receive a lump sum annual payment as follows: the payment (or prorated payment for a portion of the year) shall be made within 14 days of the end of the opt out calendar year. Employees can opt back into the Borough health coverage and/or prescription plan upon 30 days notice (before the 1st of any month) with proof of the loss or cessation of the alternate coverage.

Medical Plan $ 2,500 Prescription Plan $ 500

G. All employees receiving health benefits will contribute to the cost of health benefits in accord and compliance with Chapter 78 Laws of 2011 (2011 Pension and Health Benefit Reform Act) as shall be amended and supplemented. Employee contributions to the cost of health benefits shall be by payroll deduction in accord with said law.

ARTICLE XVIII - CLOTHING ALLOWANCE

A. Clothing allowance has been included in the base rate of pay as set forth in article XVI.

B. In the event of a uniform change ordered by the Department or the Borough Committee which results in the expenditure of an amount in excess of $100.00 per officer, the Borough shall pay all amounts in excess of said $100.00 per officer.

C. In the event a member's uniform or equipment is damaged in the line of duty, the Borough will replace or repair the same at the Borough's expense.

ARTICLE XIX – FALSE ARREST AND LIABILITY INSURANCE

A. The employer will keep in effect to cover each employee in the performance of his duty or for any litigation instituted contending to arise in the performance of the officer's duties, the amount of false arrest and liability Insurance which shall provide for One Million ($1,000,000) dollars per incident of exposure. One Million ($1,000,000) dollars aggregate.

B. Since employees of this 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, 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 an employee against whom a civil claim or a suit is instituted and indemnify the employee for any damages other than punitive damages awarded to a claimant. Proof of coverage of insurance obtained in accordance with this provision shall be delivered to the President of the Association, a copy of which shall be attached to become part of this contract.

C. The Employer agrees to retain an attorney to defend any officer against whom charges (other than disciplinary), civil action, or criminal or quasi-criminal action are instituted, other than charges, civil actions, or criminal charges for actions or conduct outside of the line of duty and/or scope of employment. Such attorneys shall be mutually acceptable to the officer and Borough Administrator and shall be paid the reasonable compensation for legal services rendered in such defense. Attorney fees for criminal defense shall not be the responsibility of the Borough in the event of a conviction. In any action, upon a determination by the Borough in accord with N.J.S.A. 59:10-4, the Borough has the option of advising the officer that it will defend and indemnify the officer and the Borough shall then provide the defense and the officer will cooperate in the defense.

ARTICLE XX - GRIEVANCE PROCEDURE

A. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Association and members as quickly as possible, so as to assure efficiency and promote membership morale.

B. A grievance is defined as an alleged violation of this Agreement.

C. The following steps and the related calendar shall constitute the grievance procedures:

Step A: Filing of Grievance._The aggrieved shall institute action by submitting a written statement outlining the incident, witnesses if any, and alleged violation of the contract to the Chief of Police within fifteen (15) calendar days of the alleged violation.

Step B: Response. The Chief of Police shall have fifteen calendar days to provide a written response; however said response shall not be unreasonably withheld if a determination has been made.

Step C: Appeal. If the grievance is not settled through Step B, the aggrieved shall have five calendar days to file notice of appeal of the decision rendered by the Chief of Police; said appeal shall be filed with the Borough Administrator.

Step D: Appeal Hearing. The Borough Administrator shall have ten calendar days to conduct a hearing on the appeal, unless military or vacation leave is scheduled by the Administrator.

Step E: Appeal Response. The Borough Administrator shall have five working days from the date of the appeal hearing to provide a written response.

Step F: Final Appeal. If the grievance is not settled through Step E, the aggrieved shall have ten calendar days to notify the Borough Administrator that the matter shall be submitted to arbitration pursuant to the rule and regulations of the New Jersey State Public Employment Relations Commission (PERC) The cost of arbitration shall be shared equally by the parties. The arbitrator shall not amend, modify or annul any provisions of this agreement. Arbitration shall be limited to the issue or dispute stated in the grievance.

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ARTICLE XXI - COMMENDATION

Members shall be permitted to wear PBA commendation insignia on their uniforms. The PBA shall be allowed to make any awards at a regular Borough Council meeting.

ARTICLE XXII - DISCHARGE AND SUSPENSIONS

A. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article XX entitled "Grievance Procedures".

B. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee, a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the Employer.

C. This Article does not apply to probationary employees.

ARTICLE XXIII - PROMOTIONS

Notice of all opportunities for promotion of Police Officers shall be delivered to the President of the Association and posted in a conspicuous place for a period of at least ten days prior to beginning any evaluation and screening process.

ARTICLE XXIV - 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:

$1,350 for each five (5) years of continuous service
$1,775 for each ten (10) years of continuous service
$2,600 for each fifteen (15) years of continuous service
$3,775 for each twenty (20) years of continuous service
$4,125 for each twenty four (24) years of continuous service

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

ARTICLE XXV - TERMINAL LEAVE AND TERMINAL PAY

Any employee, whose employment is terminated, shall be entitled to compensation for all vacation and compensatory time accrued to that date. If the employee leaves employment prior to the retirement, his holiday and vacation time will be computed in accordance with the time in service.

ARTICLE XXVI - LIFE INSURANCE

The Borough shall provide life insurance for each member in the amount of $25,000.00, in addition to the employee's pension plan insurance and government insurance and any other existing supplementary governmental and private insurance and pension plans paying benefits.

ARTICLE XXVII - EDUCATIONAL INCENTIVE

A. The Employer agrees to pay to each employee of the department, in addition to his base salary, an additional incentive based upon the following table:

$100 Associate Degree, Police Science
$200 Bachelor of Science Degree, Police Science
$400 Masters Degree, Police Science

B. The employer agrees to pay each employee of the department for costs in accordance with the rules and regulations as set forth in Article XXVIII of this agreement.

C. Any employee hired after July 1, 2006 will not be eligible for an educational incentive.

ARTICLE XXVIII - SCHOOLING

A. Purpose: To set for the conditions under which the Governing Council may authorize reimbursement to its employees of certain expenses incurred in the pursuit of educational courses.

B. General: From time to time, occasions will arise when the education of an employee, at its own expense, will be of direct benefit to the Borough This circumstance, then, provides the major criterion upon which approval of all applications will be based, i.e., will the course of study to be undertaken be of direct benefit to the Borough?

C. The following conditions shall be set

1. All permanent Borough employees are eligible to apply for reimbursement of educational expenses beginning with the second year of their employment

2. Application must contain:
   a. Name
   b. Position of employment
   c. Name of course for which application is made
   d. Duration of course
   e. Location at which course will be given
   f. Outline of applicants education background
   g. Outline of expenses for which reimbursement is requested
   h. Previous courses for which reimbursement has already been provided by the Borough.
   i. Length of employment with the Borough.
   j. Number of years until eligible for retirement, if within three years of retirement employee will not be eligible for reimbursement.
   k. Outline of benefits that will accrue to the Borough as a result of completion of this course.

3. Expenses for which reimbursement may be claimed are defined as follows:
   a. Tuition
   b. Registration fees
   c. Books and lab materials

4. Applications will not be considered from applicants who have less then one year of employment or less than three years before eligibility for retirement.

5. Application must be submitted to the Borough Administrator at least thirty days (30) prior to start of a course and must be approved by department head Borough Administrator will then recommend approval or disapproval to the Borough Council.

6. It is to be emphasized that this policy is not an invitation to Borough employees to pursue their personal educational goals at Borough Expense. Rather, it is intended solely as a means of enabling employees to provide efficient and effective service. Applications should be submitted in this spirit and will be considered only upon this basis.

7. The course of study must be job related.

8. Employee is to be paid upon completion of course and approved certification.

ARTICLE XXIX - MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal Statues Regulations Any difference between the military pay and the employee's shall be paid to the Employer.

ARTICLE XXX - MISCELLANEOUS

A. Whenever a member suffers a loss or damage to personal property resulting from police action taken by him, he shall be reimbursed for the cost of his loss or damage, cost will not exceed $500. The employer shall be entitled to have the employee complete all appropriate forms and to submit acceptable proof of loss. Personal property is defined as follows:

1. Eyeglasses/contact lenses
2. Watches
3. Wedding rings
4. Pen/pencil sets
5. Denture/dental work not covered by insurance plan
6. Religious chain/medals

Watches and Religious chains/medals will be reimbursed up to $1,000 as long as an appraisal is on file with the Chief of Police prior to the damage or loss of the item.

B. When members are required to use their personal vehicles to attend any court or administrative agency, with the exception of Municipal Court, he shall receive $0.40 per mile reimbursement.

C. Members who attend any court, school, range detail or other work related function outside the Borough shall receive reimbursement for tolls and parking upon presentation of a receipt. In addition, members who attend any court, school, range detail or other work related action lasting more than four hours that is outside the Borough shall be entitled to reimbursement for the cost of a meal not to exceed $15 upon presentation of a valid receipt. All receipts for meal reimbursement, parking, tolls, etc., shall be submitted within 30 calendar days upon completion of any court, school, range detail or other work related function or action lasting more than four hours that is outside the Borough or the reimbursement will be void. On a case by case basis and under extenuating circumstances, the Chief of Police may waive the 30 days submission and approve a reimbursement after the due date.

D. Whenever members are required to use their personal vehicles for police business, the Borough agrees to provide full insurance coverage for the member and his vehicle, over and above employee's primary insurance policy.

Whenever members are required to use their personal vehicles for police business and said vehicle is damaged, the Borough agrees to pay the deductible of up to $1500 of the amount of damage.

E. The Borough agrees to deduct the monthly dues from the pay of those employees who individually authorize, in writing, that such deduction be made. The amounts to be deducted shall be certified to the Borough by the Union, and the deductions of the employees shall be remitted together with an itemized statement to the Union of an agreed upon day of each month after such deductions are made.

F. Compensatory Time.

1. No employee shall receive compensatory time in excess of 300 hours. However, upon separation of employment an employee shall only be paid in cash for up to 280 hours. For any hours above 280 hours, the employee shall utilize and exhaust said hours by authorized leave prior to actual separation from service. Employees may cash in for pay up to 80 hours of accrued time twice a year upon written notice addressed to the Borough Administrator and submitted via chain of command by February 1 of the same year. Pay out will be the second pay in June and the first pay in December.

ARTICLE XXXI - POLICEMEN'S BILL OF RIGHTS

A. Members of the Force hold a unique status as policemen in that the nature of their office and employment involves the exercise of a portion of the police powers of the Municipality.

B. The wide ranging powers and duties given to the Department and its members involve then in all manners 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. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The questioning of a member of the Force shall be at a reasonable hour, with the light of all circumstances involved, preferably when the member of the Force is on duty.

2. The member shall be informed of the nature of the investigation before any questioning commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the force is being interrogated as a witness only, he will be so informed at the initial contact.

3. 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.

4. The questioning of the member shall not be recorded.

5. 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. Nothing here shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

6. If a member of the Force is under arrest or 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.

7. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations, or is about to be so charged, he shall be afforded an opportunity to consult with counsel or P.B.A. representatives before any further interrogation;

C. An employee may request to see his personnel file upon reasonable notice to Employer. If an employee wishes to answer or supplement any material found is his personnel file, he may do so and his written statement shall become part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Atlantic Highlands Police Department.

E. Disciplinary charges must be brought in accordance with the Requirements set forth in N.J.S.A 40A 14-147, entitled Suspension and Removal of Members and Officers, Complaint; Limitation on Filling, notice of Hearing.

F. No policeman will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie-detector devices in internal investigation unless the employee requests the same

G. Upon request, a policeman will have the right to be accompanied by counsel or any other person of the policeman's choosing during the entire interrogation of the member by the Borough.

ARTICLE XXXII - SAVING CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XXXIII - PAYROLL DEDUCTIONS

Each member shall have the right to have deducted from his paycheck, if so desired, an amount not to exceed four (4) payroll items.

ARTICLE XXXIV - AGENCY SHOP

A. The Borough agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fare share assessment must also be famished to the New Jersey Public Employees Relations Commission by the Association.

C. The fair share fee for service rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.

D. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, of the fair share fee for service enumerated above.

E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction, authorization cards or the fair share assessment information as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the association signed by the President of the Association, advising such changed deduction.

ARTICLE XXXV - DURATION OF AGREEMENT

This agreement shall become effective on July 1, 2015 and shall terminate on June 30, 2020. All provisions contained herein shall be retroactive to the effective date of this agreement, unless otherwise stated herein. This contract shall remain in effect until a new Contract is negotiated.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures

BOROUGH OF ATLANTIC HIGHLANDS

RHONDA C. LEGRICE, Mayor

ATTEST:

Dwayne M. Harris

STEPHEN VOGT
President

ATTEST

Stephen Doherty

ADDENDUM TO ARTICLE XVII – MEDICAL AND HOSPITAL INSURANCE AND DENTAL PLANS (2003)

Paragraph B – Orthodontics Benefit

a) Eligibility – dependent children up to age 23
b) Lifetime Cap - $2,000 per child
c) Amounts payable – 70% Orthodontic, 50% Prosthodontic
d) Deductible – Nil

Paragraph C – Vision Benefit

A) Examinations
   1. Frequency – Once every 24 months
   2. Benefit - $30.00

B) Lenses
   1. Frequency – Once every 24 months
   2. Single lens benefit - $60.00
   3. Bi-Focal lens benefit - $69.00
   4. Tri-Focal lens benefit - $75.00
   5. Lenticular lens benefit - $96.00
   6. Contacts (medically necessary) - $180.00

C) Frames
   1. Frequency – Once every 24 months
   2. Benefit - $60.00

AGREEMENT TO IMPLEMENT
POLICE SHIFT SCHEDULE
CHANGE ON TRIAL BASIS

WHEREAS, the Borough of Atlantic Highlands has consistently taken the position that, due to the small size of its Police Department and the Borough's limited size and budget together with its Harbor and other seasonal requirements, the fixing of the overall work/shift schedule for the police force is a managerial prerogative not subject to mandatory negotiations, and

WHEREAS, that position was specifically upheld and affirmed in Borough of Atlantic Highlands v. Atlantic Highlands PBA Local 242, 192 N.J. Super. 71 (App. Div. 1983) cert. den. 96 N.J. 293 (1984) in which the Court found that the fixing of the shift/work schedule of the Atlantic Highlands Police force was a managerial prerogative resting the discretion and policy making authority of the Borough, and

WHEREAS, for many years the patrol force of the Police Department (consisting of the substantial majority of the officers of the Department) have worked a rotating shift schedule, of 8 hours days/shifts, with 5 days on duty and 2 days off duty per week, and this schedule has generally been found to be acceptable to provide appropriate 24 hour/7 day a week police coverage, and

WHEREAS, the PBA Local 242 (hereinafter PBA) is the collective bargaining representative for all officers in the Department holding the rank of Patrolman, Sergeant or Lieutenant, and the Borough and the PBA have recently completed negotiations and executed a Collective Bargaining Contract between the PBA and the Borough for the period of July 1, 2006 through June 30, 2010, in which various terms are premised upon that long existing schedule and a work shift of 8 hour days, 5 days a week, and

WHEREAS, the PBA has thereafter approached the Borough and requested the Borough (and the Police Chief) consider the implementation of a changed work/shift schedule on a non-binding basis, said new shift schedule for patrol to generally consist of rotating 12 hour days/shifts on a 28 day cycle, and have asserted that such work/shift schedule will provide lifestyle enhancements to police officers, reduce overtime costs, while providing for adequate police coverage at all times, and

Gw AH 3/22/16

AA SD

WHEREAS, the Borough and Police Chief have agreed to implement this new work/shift schedule, on a non-binding basis, with the understanding and agreement by the PBA that this implementation of this new work/shift schedule is totally non-binding and without prejudice to the Borough, constitutes an exercise by the Borough of its managerial prerogative to set the work/shift schedule and is completely consistent with the Borough's position as upheld in Borough of Atlantic Highlands v. Atlantic Highlands PBA Local 242. The implementation and use of this shift schedule shall not under any circumstances be considered or constitute a binding agreement or commitment, either under a claim of contract or past practice, to continue with this new work/shift schedule and the Borough shall be free at any time in the future to reinstitute the former work/shift schedule of 8 hour shifts, 5 days on/2 days off or similar work/shift schedule without any need or obligation to negotiate that action (or negotiate the impact of that action) with the PBA.

IT IS on this day of December, 2006, on the basis of the mutual promises set forth, between the Borough of Atlantic Highlands and the Atlantic Highlands PBA Local 242 that the following work/shift schedule is **AGREED** upon, to be implemented as determined by the Police Chief in early 2007 as a function of the Borough's managerial prerogative and authority over police work/shift schedule, on a non-binding basis. The Borough/PBA Contract shall therefore, during the continuation of this revised 12 hour tour shift schedule, be construed as follows:

1. Article X - Hours of the Borough/PBA Contract shall be revised to apply as follows:

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continually throughout the seven day week. The standard work week for pay purposes only shall consist of 40 hours per week.

B. The work/shift schedule shall consist of tours of duty/shifts of twelve (12) hours of work, with the days and shifts to be determined by the Chief with a 28 day rotating schedule. The days and times of such shifts are as determined by the Chief.

SW 3/22/16

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C. Flex time: As the proposed work schedule entails an eighty-four hour (84) hour work schedule during a regular work cycle of fourteen (14) days, the employer agrees that four (4) hours scheduled and worked in such fourteen (14) day work cycle shall be defined as "flex hours", to be accrued at straight time hour for hour. The flex hours will be placed into a separate bank of time to be used under the same guidelines as compensatory time. All flex hours accrued must be used within the calendar year with the exception of the flex hours accrued during the month of December which are to be used in the following calendar year. The use of flex time will be generally subject to the discretion and approval of the Chief or his designee, and every effort will be made to schedule the use of flex time on dates that the officer may be permitted off without the Borough incurring overtime or impairing sufficient manpower to adequately police the Borough. The time must be used at the discretion of the Chief of Police in the event an unforeseen event occurs such as a long term injury or illness while the member still has hours in his flex time bank. Should a member of the bargaining unit separate from service with no opportunity to use the time in the manner as described above, he will be entitled to be paid the exact hours in the flex bank at straight time, current rate of pay with the approval of the Chief of Police and Borough Administrator.

Paragraphs C, D, E, and F of Article X remain as stated.

2. Article XI - Overtime of the Borough/PBA Contract shall be revised to apply as follows:

A. The Employer agrees that overtime consisting of time and one/half shall be paid to all members of the bargaining unit covered by this agreement for hours worked in excess of the normal work tour/shift of twelve (12) hours continuously with any such tour/shift. Because employees/officers under this trial shift schedule will be regularly scheduled to work in excess of 40 hours in certain 7 day weeks, pursuant to Section 7(K) of the Fair Labor Standards Act the "work period" for computation and eligibility for overtime is 14 days. If sick time is used in the same "work period" as overtime, the employee shall be paid straight time for the hours worked until his hours worked in that "work period" exceed 84 hours, at which point hours worked in that "work period" will be paid at time and one half. This will only occur on the third and subsequent instances in a calendar year, where the employee worked and used sick time in a "work period".

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B. It is agreed that no more than one (1) officer from the squad scheduled to work a particular tour/shift shall be entitled or authorized to be scheduled "off" on vacation for that tour/shift. At the sole discretion of the Chief of Police and on a case by case basis, he may allow on additional officer to be permitted "off" on vacation. There will be an ON CALL system implemented where an employee on the off shift will be on call, and must respond, if the mandatory filling of a shift is required. There will be no entitlement to payment or compensation from the Borough to the on call officer by reason of or while this officer is on call. The scheduling and supervision of this on call system shall be within the discretion and authority of the Chief of Police or his designee. Should the on call employee be required to report for duty he will be compensated under the provisions in Article XI Section A.

Paragraphs B, C, D, and E shall remain the same.

3. All other Articles referencing work "days" are to be revised so as to convert the total hours in "days" comprised of 8 hours into the same number of hours in "days" comprised of 12 hours; the intention being that there is no additional cost to be Borough and the time referenced remains the same in total hours.

Article IX - Sick Leave (A) shall be revised to apply as follows:

A. Employees will receive one hundred twenty (120) hours of sick time at the beginning of each year; however, all new hires after January 1, 1997 shall receive eighty (80) hours of sick time for the first six (6) years and one hundred twenty (120) hours of sick time per year thereafter.

Article XII - Vacations shall be revised to apply as follows:

A. All members shall receive the following vacation per annum. Employees hired after January 1, 1997 shall have vacation as per the following schedule except that vacation shall not exceed two hundred (200) hours per year.

Hire to end of first year.	40 hours each six (6) months
2nd year through 4th year.	80 hours
5th year through end of 9th year. .	120 hours
10th year to end of 14th year. . .	160 hours
15th year to end of the 19th year.	200 hours

3/22/16

Beginning 20th year. . . . . 208 hours
Beginning 21st year. . . . . 216 hours
Beginning 22nd year . . . . . 224 hours
Beginning 23rd year . . . . . 232 hours
Beginning 24th year . . . . . 240 hours

B. Members may select up to one hundred twenty (120) hours vacation during any part of the year with the exception of the date of the annual Fourth of July Fireworks where no leave may be taken without the approval of the Chief of Police. The Borough will make every effort to advise the PBA of the date of the fireworks display prior to the selections of vacation in November of the preceding year.

Article XIII - Holidays shall be applied as follows:

A. Holiday Pay for each of the enumerated Holidays shall continue to be for eight (8) hours pay for each Holiday.

C. Employees shall be entitled to forty (40) hours of personal time in each year.

Article XIV - Death in Family shall be applied as follows:

A. The four (4) days leave referenced will be applied as thirty-two (32) hours leave.

4. The parties specifically understand and agree that this revision to the work/shift schedule is an exercise of the Borough of its managerial discretion pursuant to the Borough's managerial authority and prerogative to establish schedules, does not create any entitlement or right to the PBA in the continuation of this or any other work/shift schedule --- either by contract or assertions of past practice --- and that the Borough retains the right and entitlement at any time to reinstate the former work/shift schedule of 8 hour shifts, 5 days on/2 days off without any need or obligation to negotiate or obtain the consent of the PBA for that action (or negotiate the impact of that action)with the PBA. The purpose of this Agreement is to memorialize the consensual basis for this revised work/shift schedule and the application of the existing PBA Contract terms under this revised shift schedule; this

3/22/16

document is not part of the PBA/Borough contract. The Borough reserves and retains the unfettered right and entitlement to revert to the formally existing work/shift schedule at any time, at which time this Agreement will be terminated.

BOROUGH OF ATLANTIC HIGHLANDS

BY: _____

ADAM HUBENY, ADMINISTRATOR

ATLANTIC HIGHLANDS PBA LOCAL 242

BY: _____

PRESIDENT RICHARD S. GLIETZ

3/22/16

SD

BOROUGH OF ATLANTIC HIGHLANDS

100 First Avenue
Atlantic Highlands, New Jersey 07716
732-291-1444 Fax 732-291-9725
www.ahnj.com ahubeny@ahnj.com

Adam Hubeny, Borough Administrator, Certified Public Manager

November 9, 2011

Atlantic Highlands
PBA Local 242

Re: Change from PPO Health Benefit Coverage to POS Health Benefit Coverage

Dear PBA President Doherty:

Pursuant to the PBA request for further clarification as to the change in benefit coverage as between the Preferred Provider Organization (PPO) Plan coverage applicable under the 2006-2010 PBA Contract and the Point of Service (POS) Plan coverage to be implemented and available under the 2010-2015 PBA Contract, please be advised as follows.

As per confirmation from the Central Jersey Health Insurance Fund (CJHIF), the health benefit administrator, the POS Plan offers an equal to or better than level of benefit coverage as the PPO Plan, except that the POS Plan changes and limits the available provider network of medical professionals providing covered in-network services and changes the third party administration procedures offered for utilization of in-network covered benefits, claims management, and payments.

The commitment to provide an equal to or better than level of benefit coverage under the POS Plan applies to design of coverage, covered items and services, eligibility parameters, terms and program exclusions. For example, benefits equity applies to items like co-payments, deductibles, out of pocket maximums, waiting periods, etc.

fw 3/22/16

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However, you should be aware that, under both the PPO Plan and the POS Plan, administrative processes and clinical policies are always within the policies and procedures of the Plan and are not guaranteed. Administrative processes refer to the procedures and methods determined by the Fund to ensure efficient operations. For example, an Administrative process would include how enrollment forms are submitted to the Fund for entry to the enrollment system and the required documentation supporting the eligibility of a participant and/or dependents. Clinical Policies are detailed and technical documents that explain how medical necessity and coverage decisions for members are made under health benefit plans. Clinical Policies are based on evidence from objective and credible sources, including but not limited to sources such as guidelines from national professional health care organizations and public health agencies. Further, either both the PPO Plan and the POS Plan, the Plan does not provide coverage based upon coverage or payment determinations that may have been made previously in error or by reason of an exception or appeal, and such previous coverage payments or determinations do not serve to bind coverage or change the coverage in the Plan.

I trust this clarifies the matter.

Very truly yours,

ADAM HUBENY
Borough Administrator

AH
Rv 3/22/16

SD

ADDENDUM "B"
1/1/2016

Borough of Atlantic Highlands

BOROUGH OF ATLANTIC HIGHLANDS

	Current - QualCare POS Plan		AETNA Network of Providers PPO Option 1		AETNA Network of Providers PPO Option 2		AETNA Network of Providers PPO Option 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Deductible								
Individual	None	$100	None	$1,500	None	$1,000	None	$1,500
Family	None	$250	None	$3,000	None	$2,000	None	$3,000
After deductible, plan pays	100%	70%	100%	60%	100%	60%	100%	60%
Payment Limit								
Individual	$400	$600	$4,000	$5,000	$800	$1,200	$1,200	$1,800
Family	$1,000	$1,500	$8,000	$10,000	$2,000	$3,000	$3,000	$4,500
Primary Care Physician Selection	Not Required	Not Applicable	Not Required	N/A	Not Required	N/A	Not Required	N/A
Preventive Care								
Routine Adult Physical Exams/Immunizations	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Routine Well Child Exams/Immunizations	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Routine Gynecological Care Exams	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Routine Mammograms	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Physician's Office Visit								
Primary Care Services	$15 copay	70%	$25	60%	$25	60%	$25	60%
After Office Hours/Home	$15 copay	70%	$35	60%	$35	60%	$35	60%
Specialist Services	$15 copay	70%	$35	60%	$35	60%	$35	60%
Maternity OB Visit	$15 copay	70%	$35	60%	$35	60%	$35	60%
Allergy Treatment	$15 copay	70%	$35	60%	$35	60%	$35	60%
Allergy Testing	$15 copay	70%	$35	60%	$35	60%	$35	60%
Diagnostic Procedures								
Diagnostic Laboratory	100%	70%	100%	60%	100%	60%	100%	60%
Diagnostic X-ray	100%	70%	100%	60%	100%	60%	100%	60%
Emergency Medical Care								
Urgent Care	$25 copay	$25 copay	$35	$35	$35	$35	$35	$35
Non Urgent use of Urgent Care Provider	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Emergency Room	$25 copay	$25 copay	$50	$50	$50	$50	$50	$50
Non-Emergency Care in an Emergency Room	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Ambulance	100%	70%	100%	60%	100%	60%	100%	60%
Hospital Care								
Inpatient Coverage	100%	Subject to Deductible and $200 copay per admission; 70%	100%	60%	100%	60%	100%	60%
Outpatient Surgery	100%	70%	100%	60%	100%	60%	100%	60%
Mental Health Services	Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service	
Alcohol/Drug Abuse Services	Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service	
Other Services								
Skilled Nursing Facility	100%	70%	100%	60%	100%	60%	100%	60%
	100 days in network and 60 days out of network; must be admitted within 15 calendar days of a 3 day admission							
Outpatient Rehabilitation Therapy (Includes speech, physical, and occupational therapy)	100%	70%	$35	60%	$35	60%	$35	60%
Chiropractic Care	$15 copay	70%	$35 copay; 30 visits per year based on medical necessity	60%	$35 copay; 30 visits per year based on medical necessity	60%	$35 copay; 30 visits per year based on medical necessity	60%
Prescription Drug Coverage	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order
			30-day supply -- all cost management protocols		30-day supply -- all cost management protocols		30-day supply -- all cost management protocols	
Generic	$15	$15	$10	$20	$10	$20	$10	$20
Formulary Brand	$15	$15	$20	$40	$20	$40	$20	$40
Non-Formulary Brand	$15	$15	$30	$60	$30	$60	$30	$60

Premium Rates	Medical and Prescription Combined	Medical and Prescription Combined		Medical and Prescription Combined		Medical and Prescription Combined	
Single	$ 1,183.00	$ 1,022.00	-13.61%	$ 1,089	-7.96%	$ 1,057	-10.63%
Employee / Child(ren)	$ 1,719.00	$ 1,484.00	-13.67%	$ 1,581	-8.02%	$ 1,535	-10.69%
Employee / Partner	$ 2,566.00	$ 2,216.00	-13.64%	$ 2,361	-7.98%	$ 2,293	-10.65%
Family	$ 3,000.00	$ 2,590.00	-13.67%	$ 2,760	-8.00%	$ 2,680	-10.68%

All benefits are subject to medical review and medical necessity