

AGREEMENT

Between

BOROUGH OF MOUNTAIN LAKES

And

**MOUNTAIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 310**

EFFECTIVE:

January 1, 2018 through December 31, 2022

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WITNESS

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the Representative submitted itself as bargaining on behalf of all regular police personnel of the Police Department of the Borough of Mountain Lakes, exclusive of the Chief, and

WHEREAS, Mountain Lakes recognized the said Representative as bargaining for Patrolmen, Sergeants, and Lieutenants of the Police Department, and

WHEREAS, collective bargaining negotiations were held between Mountain Lakes and the Representative which did result in mutual agreement, and

NOW, THEREFORE, in consideration for services performed by members of the Police Department of the Borough of Mountain Lakes, and the mutual covenants herein contained, it is agreed as follows:

This Agreement, made and entered into this **Twentieth day of January, 2014**, by and between the **Borough of Mountain Lakes**, a municipal corporation of the County of Morris and State of New Jersey, (hereinafter designated 'Mountain Lakes') and **Mountain Lakes Policemen's Benevolent Association Local 310** (hereinafter designated 'Representative').

SECTION I - APPLICABILITY

The provisions of this Agreement shall apply only to full-time employees of the Police Department of the Borough of Mountain Lakes, except the Chief of Police.

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SECTION II - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

The term 'grievance' means any complaint, difference, or dispute between the employer and any employee with respect to the interpretation, application, or violation of any provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting the terms and conditions of any employee covered by this Agreement.

The aforementioned definition of 'grievance', after Step One, shall be limited to disputes concerning the interpretation or application of the collective bargaining agreement. Only grievances meeting this definition will be "grievable" beyond Step One.

An Officer can appeal any proposed suspension in accordance with State Statute. The procedure for settlement of a grievance shall be as follows:

A. STEP ONE

1. In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence. The Chief of Police or the Officer in charge of the Department in the Chief's absence shall meet with and respond in writing to the grievant within ten (10) working days of the grievance being filed for the purpose of attempting to resolve any grievance not covered under the limited definition.

B. STEP TWO

1. If the Officer filing the grievance or the Officer's Representative desire to appeal the decision of the Chief of Police, or the Officer in charge if the Chief is absent, the appeal shall be presented in writing to the Borough Manager within ten (10) working days after receipt of the Chief's decision or the decision of the Officer in charge, or within ten (10) working days after the Chief's decision was due, whichever is earlier. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Manager may give the Officer or his Representative the opportunity to be heard and will give his decision in writing within twenty (20) working days of the receipt of the written appeal.

C. STEP THREE

1. If no satisfactory resolution of the grievance is reached at STEP TWO, within five (5) working days after the receipt of the Borough Manager's decision or within five (5) working days after the Manager's decision was due, whichever is earlier, the PBA must submit the grievance to the Public Employment Relations Commission (PERC) for the selection of an Arbitrator, pursuant to the rules of said Commission. The

decision of the Arbitrator shall be final and binding upon the parties. The expenses of such arbitration shall be borne equally by the parties.

- a. The Arbitrator shall be bound by the provision of this Agreement and by the applicable laws of the State of New Jersey and laws of the United States and decision of the courts of the State of New Jersey and the courts of the United States. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provision of this Agreement or any amendment or supplement hereto, but only to interpret such Agreement. The arbitrator must address only the issue submitted to arbitration and shall not have the authority to determine any other issues not so submitted, nor shall the arbitrator render observations or declare opinions which are not essential in reaching a determination. The parties direct the Arbitrator to decide, when asked, as a preliminary question, whether he had jurisdiction to hear and decide the matter in dispute. In rendering his/her written decision, the Arbitrator shall indicate his/her findings of fact and reasons for making the award. The Arbitrator must render his/her award in writing within thirty (30) days after the last day of the hearing. The Arbitrator must set forth the rationale for his/her decision in the award.
 2. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough Manager.
 3. The cost of the Arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as they may incur.
- D. Employees covered by this Agreement shall have the right to process their own grievance without representation.
- E. If the Borough fails to communicate its decision within the time limit specified, the grievance shall be deemed denied and the aggrieved party may proceed to the next step of the grievance procedure. In addition, if an Officer or his Representative fails to proceed to the next step of the grievance procedure within the specified time limits, this will constitute an abandonment of the grievance.

SECTION III – REPLACEMENTS

- A. No full-time employee covered by this Agreement shall be replaced by any non-police officer, part-time or other personnel.
- B. No post presently filled by a full-time employee covered by this Agreement shall be covered by any non-police officer, part-time or other personnel.

SECTION IV – AGENCY SHOP

- A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representative fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.
- B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this section.

SECTION V – PRESERVATION OF RIGHTS

- A. The Borough of Mountain Lakes agrees that all benefits, terms and conditions of employment relating to the status of the Borough of Mountain Lakes Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.
- B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

SECTION VI – PERSONNEL FILES

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

SECTION VII – SEPARABILITY & SAVINGS

If any portion of this Agreement is found to be illegal, that portion of the Agreement will be dropped, and the remainder of the Agreement will remain in full force and effect.

SECTION VIII – FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

SECTION IX – MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, with limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the municipality, its properties and facilities, and activities of its Employees, personnel methods and means of the most appropriate and efficient manner possible, as may, from time to time be determined by the Employer.
 2. To make rules of procedure and conduct; to use improved methods and equipment; to determine reasonable work schedules, shifts, duties; to decide the number of Employees needed at any particular time; and to be in sole charge of the quality and quantity of work required.
 3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice to the Employees and to require compliance by the Employees.
 4. To hire all employees, whether permanent, temporary or seasonal, to promote employees in accordance with stated procedures, and to transfer, assign or retain Employees.
 5. To set the rate of pay for temporary or seasonal Employees.
 6. To suspend, demote or take any other appropriate disciplinary actions against any Employee for good and just cause according to law.
 7. To lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient or non-productive. Any layoffs shall be based upon seniority.
 8. The Employer reserves the right as to all other conditions or employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operations of the Department(s) involved.

- B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of polices, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall, shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitution of the State of New Jersey and of the United States, and the contract between the Borough of Mountain Lakes and the PBA.
- C. Nothing contained herein shall be construed or deny the Employer of its rights, responsibilities and authority under R.S. 40A:1-1, et seq., or any national state, county or local laws or regulations.

SECTION X – PROBATIONARY STATUS

- A. The members of the police force with probationary status shall be covered by any of the terms this Agreement. Probationary periods of newly hired officers shall begin on the date of appointment and shall continue for one year.
- B. Upon completion of the Officer's probationary period, the Chief of Police will advise the Borough Manager of the completion of the Officer's probationary period and at that time provide the Borough Manager with a recommendation to continue or discontinue the Officer's employment with the Borough.
- C. Probationary Patrolmen/Trainees and Probationary Patrolmen may be terminated with or without cause.

SECTION XI – WORK WEEK & OVERTIME

- A) Sworn Officers covered under this agreement who are working a 12 hour schedule shall receive Schedule Adjustment Time for any hours they are scheduled to work beyond 2080 hours annually. The hours will be calculated by the Scheduling Officer at the beginning of the calendar year and added to the Officer's vacation time for that year. In the event that an Officer retires or leaves the agency prior to the completion of the year, the hours will be adjusted to reflect only those additional hours that the Officer worked during his final year.
- B) The Chief of Police or his designee shall reserve the right to change the yearly schedule by providing the PBA notification sixty (60) days prior to the change taking effect. In the event of a change to an individual work schedule, the Officer shall be given no less than fifteen (15) days' notice of the change.

- C) Fully Sworn Officers will be offered the opportunity to work overtime before special or part-time officers at the discretion of the Chief of Police.
- D) Employees covered by this agreement will be compensated for all overtime worked. The Officer reserves the right to choose to be compensated with compensatory time or overtime. Overtime will be paid at 1.5 times the Officer's current hourly rate. Overtime shall be computed in fifteen (15) minute increments. Compensatory time will be earned at a rate of 1.5 hours for each hour worked.
- E) Recall: Any employee covered under this agreement who is recalled to duty during the employee's scheduled time off, shall be compensated at the rates outlined in subsection D of this section. In the case of a recall, the Officer will be guaranteed a minimum of 3 hours of overtime or 4.5 hours compensatory time at the Officer's discretion. This guarantee shall not apply to work that is contiguous to a scheduled shift. Time contiguous to shift work will be compensated in fifteen (15) minute increments.
- F) The Borough reserves the right to require and Officer to work for the duration of a three (3) hour recall.
- G) The annual shift schedules shall be posted no later than January 1st of that year and must comply with subsection B of this section.
- H) PBA Delegate(s):
- 1) The PBA Delegate shall be entitled to attend regular monthly meetings of the NJ State PBA, with a maximum of ten (10) meetings per calendar year. The PBA Delegate may also attend the Morris County Conference Meetings as long as doing so does not create overtime, unless approved by the Chief of Police.
 - 2) The PBA Delegate shall be allowed to attend the Main PBA Convention and Mini PBA Convention annually. The PBA reserves the right to send an additional Officer designated by the PBA to the Main PBA Convention annually.
 - 3) In the event that the PBA Delegate has a monthly State PBA meeting the morning after a night shift, the Delegate may choose to finish his shift six (6) hours prior to the scheduled end of the shift. In the case where the Delegate is working the night shift both before and after the meeting, he may choose to leave his shift six (6) hours early the evening before the meeting or begin the next night's shift six (6) hours after the scheduled start of his shift. If the Officer did not work the night prior to the meeting, but is working the night of the meeting, and has a Monthly State PBA meeting in which he must travel over 100 miles each way, he is entitled to start his night shift the evening of the meeting six (6) hours after his scheduled

start of the shift. Any change to the shift must be submitted to the Scheduling Officer at least fifteen (15) days prior to the change.

- I) Outside Details: Fully Sworn Officers will be afforded the opportunity to work Outside or Special Details before Special or Part-Time Officers in accordance with MLPD Policy.
 - 1) Officers (Fully Sworn and Specials) working Outside or Special Details for vendors other than the Mountain Lakes Borough or the Mountain Lakes Board of Education will be paid a rate of based on 1.5 times the current year's hourly rate for a Sergeant. Officer's with an hourly rate higher than a Sergeant will be paid based on 1.5 times their individual hourly rate.
 - 2) Officers will be guaranteed a minimum of four (4) hours for any Outside or Special Detail worked. In the event that a detail goes beyond four (4) hours, the officer shall be compensated in half (1/2) hour increments.

SECTION XII – HOLIDAY PAY

- A. All members of the Mountain Lakes Police Department covered by this agreement shall be entitled to an Holiday Pay of thirteen (13) days for holidays.
- B. Holiday pay will be added to annual salary and the total amount will be the base annual salary for all purposes including retirement.
- C. Holiday pay shall be paid on each payday throughout the year by adding it to the calculated hourly rate.

Calculation of Holiday Pay

- A. Holiday pay is calculated at thirteen (13) days at eight (8) hours per day for a total of one hundred and four hours (104) of holiday time. Officer's salary hourly wage will be calculated by dividing the annual salary by two thousand and eighty hours (2,080), the equivalent of fifty two (52) weeks at forty (40) hours per week. The one hundred and four hours (104) of holiday time will be multiplied by the Officer's salary hourly wage to determine the total amount of holiday pay.

Base hourly wage will be calculated by adding the total annual salary and the total holiday pay and dividing by two thousand and eighty (2080) regular hours

SECTION XIII- SICK LEAVE

All regular full time employees of the Borough of Mountain Lakes covered under this agreement shall be entitled to ten (10) sick days per year. Said sick leave days are not cumulative from year to year. Periods of sick leave over ten (10) days may be continued after review and approval by the Borough Manager.

SECTION XIV – VACATION TIME

All full-time sworn officers under this agreement shall be entitled to paid vacation time as follows:

<u>Years of Service</u>	<u>Hours of Vacation</u>
Start of year One (1) through Five (5)	----- 80 Hours
Start of year Six (6) through Ten (10)	----- 120 Hours
Start of year Eleven (11) and over	----- 120 Hours plus 8 Hours per year of service over Ten (10) years. May not exceed 200 Hours.

Vacation time is allocated on January 1st of each year. Officers hired after July 1st will be allotted 40 hours vacation time in year one (1). The subsequent year will be considered the Officer's first full year of service and he/she will be allotted the full amount of vacation as listed above. Officers hired between January 1st and June 30th shall receive 80 hours of vacation time during the year they were hired.

Banking of Unused Vacation Time

Officers with 14 years of service or less with the Borough of Mountain Lakes may carry over a maximum of 40 hours of unused vacation time each year to be used the following year.

Upon the completion of fifteen (15) years of service with the Borough of Mountain Lakes, Officers shall be allowed to carry and accrue unused vacation time annually up to a maximum of 200 hours plus any vacation time allocated to the officer during the current year. Upon retirement, the Officer will be paid for all unused vacation time in his bank (up to 200 hours plus the current year's allocated unused vacation time) at the Officer's current hourly rate of pay. The maximum amount of hours the officer may be paid for upon retirement is 400 hours. Any additional amount or exception to the above must be approved by the Borough Manager.

Annual Buy-Back of Unused Vacation Time

Officers shall be entitled to sell back unused vacation time annually to the Borough of Mountain Lakes. The maximum amount of time which may be sold back is 40 hours per year (does not apply to the officer's final year – see above). The Officer will be paid for the time at the Officer's current hourly rate of pay.

SECTION XV - COURT TIME

It is agreed that whenever practical, Officers will be scheduled on duty when they are expected to appear in Court for a criminal or motor vehicle matter. It will be the intent of management to minimize off-duty Court appearances.

When required to appear in Court during off-duty hours, all compensation for such appearances shall be at the overtime rate with a minimum guarantee of three (3) hours of overtime compensation for each appearance

SECTION XVI - HEALTH BENEFITS

- A. Except as provided in paragraph B below, health insurance coverage provided through the New Jersey Health Benefits program, and the existing dental insurance plan, as provided by the Borough of Mountain Lakes at this time for all of its members, will continue to be in effect for all members of the Mountain Lakes Police Department. The opt-out payment shall cease at that time.
- B. Under the current State health benefits program, NJ Direct 10 or NJ Direct 15 or its equivalent, will be considered the Borough's base coverage. All members are encouraged to join said program.
- C. Any employee hired prior to July 28, 2011 choosing a plan other than NJ Direct 10 or NJ Direct 15 under the State health benefits program will be responsible for any additional costs assumed with a member/spouse or family plan. Those employees currently in NJ Direct 10 or NJ Direct 15 or its equivalent as of December 10, 2007, who choose a more costly plan shall pay 20% for any difference in the dependent coverage under the more costly plan. Those employees currently in CIGNA HMO shall continue to have dependent coverage without cost. In the event these employees choose to switch to NJ Direct 10 or NJ Direct 15 or its equivalent and subsequently switch back to a more costly plan, they shall be subject to the 20% co-pay for the difference in dependent coverage. Employees hired after December 10, 2007 but prior to July 28, 2011 shall be

covered exclusively by NJ Direct 10 or NJ Direct 15 or its equivalent. Equivalent shall be defined as a plan that the NJSHB may substitute as a replacement for NJ Direct 10 or NJ Direct 15.

- D. Any officer hired after July 28, 2011 choosing a plan other than NJ Direct 15 will pay the difference in the cost of the NJ Direct 15 and the plan chosen if the plan selected has higher premiums than the NJ Direct 15. The cost shall be paid via payroll deduction and may be paid through the Section 125 Pre-Tax Plan should the officer so elect. The premium differential payment required hereunder shall be in addition to any and all other healthcare contributions made by the officer pursuant to state statute or this agreement.
- E. An employee who wishes to opt out of the Borough's health insurance plan shall receive an annual payment, or pro-rated as the case may be, of 25% of the cost of the Borough's base plan. Waivers of coverage and all terms and conditions for waivers, payments and reinstatements shall be governed by N.J.S.A. 52:14-17.31a. The parties agree that the decision of the Borough to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process pursuant to N.J.S.A. 40A:10-17.1 and may be terminated or changed at any time at the sole discretion of the Borough of Mountain Lakes.
1. In the event that the Borough ceases to allow employees covered by the contract to waive coverage and/or in the event that the Borough changes the amount of consideration from the twenty five percent (25%) provided for in this agreement, then the Borough and the PBA would meet to reopen and negotiate all terms of the collective negotiations agreement.
 2. In the event that the Borough and the PBA are unsuccessful in negotiating the contract, then the parties agree that the entire collective negotiations agreement may be submitted for final and binding interest arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission.
- F. All officers covered by this Agreement shall be responsible for the payment of any and all contributions towards health benefits costs as are required by any New Jersey statute in effect as of the execution of this Agreement, specifically including, but not limited to, the provisions and requirements of P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78.
- G. Any Officer covered by this agreement, hired prior to July, 28 2011, who voluntarily opts out of NJ Direct 10 to a plan with a lower premium cost, such as NJ Direct 15, will receive the following financial incentive:
1. First Year of the change to a plan with a lower premium cost than that of NJ Direct 10, the Officer will receive \$750.00.

2. In the second year after the change in coverage to a plan with a lower premium cost than that of NJ Direct 10, the officer will receive \$750.00.
 3. Commencing at the beginning of the third year after a change in coverage to a plan with a lower premium cost than that of NJ Direct 10, no further financial incentive shall be provided by the Borough.
- H. Any Officer hired prior to July 28, 2011, who after switching to a lower premium cost plan than NJ Direct 10, chooses to opt back into NJ Direct 10, or its equivalent will be responsible to pay the difference in premium cost of NJ Direct 15 and the higher premium cost plan the Officer is opting into.
1. Subsection 'C' of Section IX is not applicable to any Officer who opts into a lower premium cost plan for a financial incentive as outlined in Subsections 'G' and 'H' of Section IX.

SECTION XVII - LIFE INSURANCE

The cost of the agreed upon group life insurance program will be borne, and the program will be maintained in force, by the Borough of Mountain Lakes. Coverage for all members of the Police Department included in this Agreement shall be one times annual base salary, not to exceed \$50,000.00 for any employee.

SECTION XVIII – PAY PERIOD

The Borough of Mountain Lakes agrees to pay the members of the Police Department on the 1st and 15th days of each month. If the 1st or 15th day of the month falls on a weekend or holiday, the pay will be issued to the employee on the last business day preceding the regularly scheduled pay day.

SECTION XIX – EDUCATION BENEFITS

The intent of this section is to encourage all officers to continue their education towards attaining a college degree, in a specific Police Science, law enforcement, or other applicable curriculum. In furtherance of this policy, the Borough agrees to the following provisions:

- A. Full reimbursement for the cost of books that are required by the institution for the approved course.
- B. Reimbursement of the net cost of tuition based upon the following scale based on **the Rutgers University per credit tuition for Criminal Justice majors**:
 1. 100% reimbursement with a final course grade of 'A'
 2. 90% reimbursement with a final course grade of 'B'

3. 70 % reimbursement with a final course grade of 'C'
4. 80% reimbursement for a passing course if a 'pass/fail' system of grading is utilized.

C. **For officers presently enrolled in a college program, tuition shall be in reimbursed at 100% (without Rutgers cap) and also in accordance with Sub Paragraphs 1, 2, 3, and 4 only of Section (B) that refers to grades. Any officer who enrolls in a college program after this Collective Bargaining Agreement (CBA) is signed, shall receive reimbursement subject to paragraph (B).**

Costs for the following items are not eligible for reimbursement: supplies (other than required books), parking, student activities, student facilities, etc.

D. The aforementioned reimbursement for the net cost of tuition shall be based upon the full cost of tuition less any scholarships, grants, or any other financial assistance received by the officer.

E The aforementioned reimbursement program applies to courses taken towards the attainment of either an Associate's degree, Bachelor's degree, or a Master's Degree from an accredited State college or university, in a Police Science, law enforcement, or other applicable curriculum.

F. The Borough Manager may approve course work in a subject or field other than Police Science or law enforcement, if a direct benefit to the Police Department and Borough is demonstrated. This decision is solely at the discretion of the Borough Manager and the Manager's approval must be given in advance of courses being started.

G .In order to be eligible for reimbursement, an officer must receive a final grade of 'C' or better in each course or receive a 'passing' grade if a 'pass/fail' system is used.

H. This reimbursement program does not apply to new officers who are in possession of a degree at the time of hire.

I. This reimbursement program does not include an annual payment for college credits earned and no amount of reimbursement will be included as part of an officers base pay.

J. This reimbursement program does not apply to any courses taken in basic police training program at a Police Training Academy.

K. Reimbursement for courses taken will be terminated if degrees are not awarded within the following time frames, starting with the first course taken- SIX (6) years for an Associate's degree; TEN (10) years for a Bachelor's degree. The Borough Manager may extend these time periods if circumstances warrant.

L. To qualify for any reimbursement provided herein, a purchase order must be submitted to the Borough in the form and in the manner prescribed for payment of all purchase orders, to

which there must be attached the following:

1. A certificate or grade report from the institution, giving the title of the approved course and indicating the successful completion the course;
2. A certification from the officer indicating that no other payment for or reimbursement of the tuition costs have been or will be received, or a certification indicating the extent of any payment made or to be made, or reimbursement received or to be received;
3. Receipts for the costs of books purchased and required in connection with the approved course and documentation for the institute that the books were required for the course.
4. The reimbursements described herein shall be payable in the year in which the course(s) has (have) been successfully completed and final grades issued, but not prior to the adoption of the Borough budget each year.

SECTION XX – SERVICE ALLOWANCE (LONGEVITY)

A. A service allowance (longevity), in accordance with the following schedule, will be paid based on the salary rate in effect on July 1st. Such allowance shall be paid in equal amounts on each pay day throughout the year by dividing the total allowance by the number of pay days. Employees meeting the service requirement at any time during the calendar year are eligible:

- | | | |
|---|-------|----|
| 1. Start of Year Five (5) through End of Year Seven (7): | | 1% |
| 2. Start of Year Eight (8) through End of Year Ten (10): | | 2% |
| 3. Start of Year Eleven (11) through End of Year Thirteen (13): | | 3% |
| 4. Start of Year Fourteen (14) through End of Year Sixteen (16): | | 4% |
| 5. Start of Year Seventeen (17) through End of Year Nineteen (19): | | 5% |
| 6. Start of Year Twenty (20) through End of Year Twenty-two (22): | | 6% |
| 7. Start of Year Twenty-three (23) through End of Year Thirty (30): | | 7% |

B. Effective 1/1/95: The service allowance (longevity) is discontinued for all new hires and for officers with thirty (30) years of service.

SECTION XXI – CLOTHING ALLOWANCE

- A. Each new employee shall receive from the Borough, free of charge in lieu of a clothing allowance, a complete uniform.
- B. If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items.
- C. All officers acknowledge that after initial uniform issue, they are responsible for maintenance and purchase of uniforms,

SECTION XXII – SEVERANCE PAY

- A. Any officer having ten (10) years continuance service or more from his date of hire as a full time employee of the Borough, and who thereafter is terminated from his job because of retirement or elimination of his job, shall be entitled to a severance pay of One Hundred Dollars (\$100.00) for each full year of service at the time of termination.
- B. After twenty-five (25) years of continuous service [or twenty (20) years if the member is fifty-five (55) or more years of age] the member shall be entitled to Two Hundred Dollars (\$200.00) for each full year of service when retiring for the above reasons.
- C. Any member of the Police Department who may become permanently disabled in the line of duty so that he can no longer discharge his functions as a Police Officer, or the next of kin of any member killed in the line of duty, shall receive Two Hundred Dollars (\$200.00) per year for each full year of service, to the date of termination. In such cases, there shall be a minimum payment of Two Thousand Dollars (\$2,000.00). Severance pay referenced in this Article shall not be paid in the case of a termination of employment for cause.

SECTION XXIII – PERSONAL DAYS

Each employee shall be entitled to two (2) personal days off per year.

SECTION XXIV – MISCELLANEOUS

The current practice will continue of having at least two (2) officers assigned to road duty during a given shift.

SECTION XXV – TERM & RENEWAL

- A. This Agreement shall have a term from January 1, 2018 through December 31, 2022 If the parties have not executed a successor agreement by December 31, 2022, then this Agreement shall continue in full force and effect until a successor agreement is executed.

B. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and sealed the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES

By: _____
Borough Manager

Date

ATTEST:

**MOUNTAIN LAKES POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 310**

By: _____
President, Local 310

Date

APPENDIX – SALARY GUIDE

Starting Salary

The Starting Salary for new Officers shall be in accordance with the following schedule:

- a. Patrolman Trainee (Salary according to Step Guide)
- b. Appointment as Probationary Patrolman (following completion of Academy, Salary According to Step Guide)
- c. The Borough Manager reserves the right to place a new Officer at any level in the Step Guide based on the individuals work experience, education, etc.

Entry Level Steps

The entry level steps shall be in accordance with the following:

- a. Patrolman/Trainee (from date of hire to successful completion of Academy).
- b. Probationary Patrolman (from completion of Academy to successful completion of one (1) year of service or longer if recommended by the Chief of Police).

Step Guide

All new Officers will be subject to the following:

- a. For Officers hired before July 28, 2011, Top Patrolman step shall be reached at the completion of sixth (6th) year of service starting from the date of hire. For Officers hired after July 28, 2011, Top Patrolman step shall be reached at the completion of the eighth (8th) year of service, starting from the date of hire. For Officers hired after January 1st, 2014, Top Patrolman step shall be reached at the completion of the tenth (10th) year of service, starting from the date of hire.
- b. Annual salary increases for Patrolman in the step guide shall be at the discretion of the Borough Manager. There is intent to provide consistent annual step increases proportionate to the number of years remaining in the step guide. Step increases shall be received on the Patrolman's anniversary date of hire.
- c. The Borough Manager may, at his discretion, place a new hire and/or advance existing officers to any level of the step guide, based on the officer's experience, level of training, performance, or education.

** For officers hired after January 1st, 2014, the intention is to have Step increases coincide with

the calendar year, therefore officers hired by the Borough of Mountain Lakes and subsequently put through the Police Academy will enter Step One (1) upon graduation from the Police Academy and remain in Step One (1) for six (6) months in the case of a June graduation date or one (1) year in the case of a December graduation date. Officers hired by the Borough of Mountain Lakes after completing Police Academy training or officers previously employed by another jurisdiction will be placed/advanced at a level in the Step guide at the discretion of the Borough Manager.

Salary Guide – January 1, 2018 through December 31, 2022

Patrolman Step Guide Hired BEFORE 7/28/11	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Academy	\$54,871	\$56,243	\$57,649	\$58,802	\$59,978
Step One (completion of the academy to end of 1st yr)	\$62,553	\$64,117	\$65,720	\$67,034	\$68,375
Step Two	\$70,235	\$71,990	\$73,790	\$75,266	\$76,771
Step Three	\$77,916	\$79,864	\$81,861	\$83,498	\$85,168
Step Four	\$85,598	\$87,738	\$89,932	\$91,730	\$93,565
Step Five	\$93,280	\$95,612	\$98,002	\$99,962	\$101,961
Step Six	\$100,962	\$103,486	\$106,073	\$108,194	\$110,358
After completion of Step 6, Max Salary	\$108,118	\$110,821	\$113,592	\$115,863	\$118,181
Patrolman Step Guide Hired AFTER 7/28/11	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Academy	\$54,871	\$56,243	\$57,649	\$58,802	\$59,978
Step One (completion of the academy to end of 1st yr)	\$60,846	\$62,367	\$63,927	\$65,205	\$66,509
Step Two	\$66,821	\$68,492	\$70,204	\$71,608	\$73,040
Step Three	\$72,796	\$74,616	\$76,482	\$78,011	\$79,571
Step Four	\$78,771	\$80,741	\$82,759	\$84,414	\$86,103
Step Five	\$84,746	\$86,865	\$89,037	\$90,817	\$92,634
Step Six	\$90,721	\$92,989	\$95,314	\$97,220	\$99,165
Step Seven	\$96,696	\$99,114	\$101,592	\$103,623	\$105,696
Step Eight	\$102,671	\$105,238	\$107,869	\$110,027	\$112,227
After completion of Step 8, Max Salary	\$108,118	\$110,821	\$113,592	\$115,863	\$118,181
Patrolman Step Guide Hired AFTER 1/1/14	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Academy	\$54,871	\$56,243	\$57,649	\$58,802	\$59,978
Step One (completion of the academy to end of 1st yr)	\$59,760	\$61,254	\$62,785	\$64,041	\$65,321
Step Two	\$64,648	\$66,264	\$67,921	\$69,279	\$70,665
Step Three	\$69,536	\$71,275	\$73,057	\$74,518	\$76,008
Step Four	\$74,425	\$76,285	\$78,192	\$79,756	\$81,351
Step Five	\$79,313	\$81,296	\$83,328	\$84,995	\$86,695
Step Six	\$84,201	\$86,306	\$88,464	\$90,233	\$92,038
Step Seven	\$89,090	\$91,317	\$93,600	\$95,472	\$97,381
Step Eight	\$93,978	\$96,328	\$98,736	\$100,711	\$102,725
Step Nine	\$98,867	\$101,338	\$103,872	\$105,949	\$108,068
Step Ten	\$103,755	\$106,349	\$109,008	\$111,188	\$113,411
After completion of Step 10, Max Salary	\$108,118	\$110,821	\$113,592	\$115,863	\$118,181
Ranking Officer Salary Guide	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Sergeant	\$123,264	\$126,346	\$129,504	\$132,095	\$134,736
Lieutenant	\$127,533	\$130,721	\$133,989	\$136,669	\$139,402