

THIS BOOK DOES NOT CIRCULATE

THIS AGREEMENT made and entered into this 18th day of MAY, 1973, by and between:

BOROUGH OF HOPATCONG,

AND:

HOPATCONG P.B.A. LOCAL NO. 149,

WITNESSETH:

WHEREAS pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey P.B.A. Local No. 149 submitted itself as the proposed representative for the Hopatcong Borough Police Department members, exclusive of the Chief; and

NOW THEREFORE in consideration for services performed by the members of the P.B.A. and the mutual covenants hereof, it is agreed as follows:

SECTION 1. Term

The term of this Agreement shall be for the period January 1, 1973 to December 31, 1974. It is agreed by and between the parties that negotiations will be reopened in the fall of 1973 in order to negotiate salary and wage items for the year 1974.

SECTION 2. Recognition

The employer recognizes and agrees to negotiate with P.B.A. Local 149 for Patrolmen, Sergeants, Lieutenants and Captains of the Hopatcong Borough Police Department.

SECTION 3. Salary

The salaries for Patrolmen, Sergeants, Lieutenants, Captains and Chiefs shall be as follows:

(a) Patrolmen

Step 1	\$ 7,600.00
Step 2	\$ 8,250.00
Step 3	\$ 8,800.00
Step 4	\$ 9,300.00
Step 5	\$ 9,800.00
Step 6	\$10,300.00

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(b) Sergeant	
Step 1	\$10,000.00
Step 2	\$10,600.00
Step 3	\$11,200.00
Step 4	\$11,800.00
(c) Lieutenant	
Step 1	\$10,700.00
Step 2	\$11,400.00
Step 3	\$12,100.00
Step 4	\$12,800.00
(d) Captain	
Step 1	\$11,400.00
Step 2	\$12,100.00
Step 3	\$12,800.00
Step 4	\$13,500.00
(e) Chief	
Step 1	\$13,000.00
Step 2	\$13,700.00
Step 3	\$14,400.00
Step 4	\$15,200.00

SECTION 4. Sick Leave

All Patrolmen, Sergeants, Lieutenants and Captains shall receive fifteen days sick leave per year with unlimited accumulation. It is agreed between the parties the Civil Service rules and statutes are controlling.

SECTION 5. Holidays

All Patrolmen, Sergeants, Lieutenants and Captains shall be entitled to twelve (12) paid holidays off per year.

SECTION 6. Vacations

Annual vacation leave with pay shall be determined as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
One (1) or less-----	One (1) day for each full month employed during calendar year
Two (2) to nine (9) inclusive-----	Twelve (12) working days
Ten (10) to fourteen (14) inclusive-----	Fifteen (15) working days
Fifteen (15) to nineteen (19) inclusive---	Twenty (20) working days
All over twenty (20) years-----	Twenty-five (25) working days

SECTION 7. Overtime

A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis in a

schedule approved by the Police Chief.

B. Policemen who work overtime that has been approved in advance by the Police Chief, or his designee, shall receive straight time pay for all such time worked.

C. Policemen who are required to appear in any criminal court shall be paid on a straight hourly basis. Policemen will be compensated for municipal court appearance, if enabling legislation is passed.

SECTION 8. Hospitalization

Employer agrees to provide Blue Cross, Major Medical and Rider J benefits for Patrolmen, Sergeants, Lieutenants and Captains.

SECTION 9. Life Insurance Benefits

The Borough of Hopatcong has agreed, in conjunction with its major medical program, to provide life insurance benefits in the amount of \$4,000.00 for all policemen.

SECTION 10. College Credits

It is agreed that in the second year of this contract, commencing on January 1, 1974, a compensation plan for college credits acquired by any police officer in the pursuit of an associate degree in law enforcement or a bachelor's degree in law enforcement will be installed as follows:

15 credits	\$150.00
30 credits	\$300.00
45 credits	\$450.00
60 credits	\$600.00

A. The compensation will be paid in a lump sum payment on or before the first pay period in July of each year and will include credits acquired prior to June 10 of that year.

B. It is agreed by and between the parties that the Borough of Hopatcong for the first year of this agreement, 1973, will pay full tuition for all members of the Police Department participating in securing a degree in Police Science in an accredited college.

In the second year of the contract, the Borough of Hopatcong agrees to pay 10% of the cost of tuition.

SECTION 11. Clothing Allowance

It is agreed by and between the parties that a \$250.00 clothing allowance will be allowed from Captain to Patrolmen and \$300.00 for Chief. Said clothing allowance will be paid by lump sum payment within thirty (30) days of the passage of the budget each year.

SECTION 12. Grievance Procedure

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the P.B.A. Local.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and working conditions, and may be raised by an individual, the P.B.A. Local or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant or representative from the P.B.A. Local may make written request for second step meeting within ten (10) days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Chief, or his designee, shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the ~~Mayor~~ and the Chief with the ~~Police Commissioner~~ ~~Police Commissioner~~ P.B.A. Local representative. The ~~Mayor~~ answer to the second step shall be delivered to the P.B.A. Local within ten (10) calendar days after the meeting.

Step Three:

Should the aggrieved person be dissatisfied with the decision of the Police Commissioner, such person may file where appropriate for one (1) Civil Service review in accordance with the Rules of the Department of Civil Service.

D. Borough Grievances

Grievances initiated by the Borough shall be filed

directly with the P.B.A. Local within ten (10) calendar days

after the event giving rise to the grievance has occurred. A

meeting shall be held within ten (10) calendar days after the

filing of the grievance between representative of the Borough

and the P.B.A. Local in an earnest effort to adjust the differences

between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set

their hands and seals at Hopatcong, New Jersey, on this 18<sup>th</sup> day

of May, 1973.

HOPATCONG P.B.A. LOCAL NO. 149

BOROUGH OF HOPATCONG

BY:

*Richard M. ...*

BY:

*John ...*

ATTEST:

*White ...*

ATTEST:

*James ...*