

7

AGREEMENT

Between

BOROUGH OF MOUNTAIN LAKES

And

MOUNTAIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 310

EFFECTIVE: January 1, 2002 through December 31, 2004

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**WITNESSETH**

**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, resulting in mutual agreement as to the matters herein contained;

**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 \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ 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 ASSOCIATIONS 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, excepting the Chief of Police.

## SECTION II – SALARY

The salaries for individual Officers shall be as set forth in Appendix A. The minimum salary for each Rank in Mountain Lakes Police Department, during the term of this agreement shall be as follows:

<u>Rank</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Starting Patrolmen	\$35,000	\$35,000	\$35,000
Top Patrolman	\$65,800	\$68,433	\$71,171
Sergeant	\$74,749	\$77,739	\$80,849
Lieutenant	\$77,739	\$80,849	\$84,083

### Starting Salary

The starting salary for new Officers shall be in accordance with the following schedule:

- a) Patrolman/Trainee \$23,000.00
- b) Appointment as Probationary Patrolman  
(following completion of Academy) \$35,000.00
- c) Appointment as a Full Patrolman  
(following completion of Probationary period) 1<sup>st</sup> Step Increase
- d) 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) Top Patrolman step shall be reached at the completion of the sixth (6<sup>th</sup>) year of service, starting from the date of hire.
- b) Annual salary increases for Patrolmen in the Step Guide shall be at the discretion of the Borough Manager. There is an intent to provide Patrolman in the Step Guide consistent annual step increases proportionate to the number of years remaining in the Step Guide. said annual Step Guide increases shall be received on the Patrolman's anniversary date of hire.

	1 - Prob	35,000	
End of year 1	2 -	\$37,000 - 40,000	
2	3 -	\$42,000 - 45,000	
3	4 -	\$47,000 - 50,000	
4	5 -	\$52,000 - 55,000	
5	6 -	\$57,000 - <del>60,000</del> 67,000	Add JAM
6	7 -	Top Pay	



**SECTION III – EXCESS TIME ALLOWANCE (HOLIDAY PAY)**

All members of the Mountain Lakes Police Department covered by this agreement shall be entitled to excess time allowance (Holiday Pay) of thirteen (13) days for holidays. Payment of this allowance will be made by Mountain Lakes on the first pay in the month of November of each year covered by this Agreement.

#### **SECTION IV – 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 form year to year. Periods of sick leave over ten (10) days may be continued after review and approval by the Borough Manager.

## SECTION V – VACATION TIME

All regularly full time employees under this Agreement shall be entitled to vacation with pay as follows:

- |   |   |
|---|---|
| a) One (1) to Five (5) Years of Service | Ten (10) Working Days   |
| b) Six (6) to Ten (10) Years of Service | Fifteen (15) Working Days   |
| c) Eleven (11) Years and Over           | One additional Day for each year of service to a maximum of Twenty-five (25) working days |

c) All vacation based on years' service as of June 30<sup>th</sup>.

### Banking of Unused Vacation Days

Officers with at least fifteen (15) years of service with the Borough shall be allowed to bank unused vacation days, up to a maximum of twenty-five days, which shall be paid at retirement at the Officer's current rate of pay.

### Buy-Back of Unused Vacation Days

Officers shall be entitled to sell back to the Borough unused vacation time, from the current year, up to a maximum of five (5) days per year. Payment for these days shall be at the straight time rate applicable to each Officer during the year that the vacation days were unused.

The procedures and guidelines to be followed for the application of this provision shall be outlined in the Police Department Standard Procedures.

## SECTION VI – WORK WEEK AND OVERTIME

a) All regular full time employees of the Mountain Lakes Police Department shall be considered as working forty (40) hours in one calendar week based on a three (3) week scheduling cycle.

b) Regular Policemen will be offered the opportunity to work overtime before special or part-time Policemen, at the discretion of the Chief of Police.

c) Employees covered by this Agreement will be compensated for all overtime worked. All overtime will be based on one and one-half (1 ½) times the straight time hourly wage. Overtime shall be computed in fifteen (15) minute increments.

d) Recall- Any employee who is recalled to duty during said employee's scheduled time off shall be compensated for said recall at the overtime rate (time and one-half (1 ½)) with a minimum guarantee of three (3) hours compensation at the overtime rate. The minimum guarantee shall not apply to work which is contiguous to a regularly scheduled shift (example – when an employee is held over for an additional hour after his regularly scheduled twelve (12) hour tour, he shall be compensated at the time and one half (1 ½) rate for one (1) hour).

The Borough reserves the right to require an Officer to work for the duration of a three (3) hour recall/call-out time.

e) All schedules for the year shall be posted by January 1 of each year.

f) PBA Delegate(s):

1. One (1) PBA delegate only shall be entitled to attend regular monthly meetings of the State PBA up to a maximum of ten (10) meetings per year. Two

(2) PBA delegates shall be entitled to attend the State PBA min-conference and full conference.

2. The PBA delegate attending the regularly monthly meetings of the State PBA shall be entitled to compensatory time back if the meeting dates coincide with the Officer's regular day off. This provision does not apply to either of the two conferences.

## SECTION VII – COURT TIME

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

b) 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 VIII – 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 of the 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 are 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

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 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

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 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 aggrieved party must submit the grievance to the Public Employment Relations Commission 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 expense of such arbitration shall be borne equally by the parties.

(a) The Arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and laws of the United States and decisions 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 provisions 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 findings of act 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 (3) 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 IX – HEALTH BENEFITS**

A. Except as provided in paragraph B below, health insurance coverage provided through the New Jersey State Health Benefits program, and the existing dental insurance plan, provided by the Borough of Mountain Lakes at this time for all of its members, will be continued in effect for all members of the Mountain Lakes Police Department.

B Under the current State health benefits program, N J Plus, will be considered the Borough's base coverage. All members are encouraged to join said program.

C. Any employee choosing a plan other than the HMO's and PPO's under the State health benefits program will be responsible for any additional costs assumed with a member/spouse or family plan.

## SECTION X – LIFE INSURANCE

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

**SECTION XI – PAY PERIOD**

The Borough of Mountain Lakes agrees to pay the members of the Police Department on a bi-weekly basis (every other Friday). If Friday is a holiday, then payroll is the last business day preceding the pay Friday.

## SECTION XII – EDUCATIONAL BENEFITS

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

Full reimbursement for the cost of books that are required by the institution for the approved course.

Reimbursement of the net cost of tuition based upon the following scale, up to a maximum of \$300.00 per credit:

100 % reimbursement with a final course grade of 'A'

90 % reimbursement with a final course grade of 'B'

70 % reimbursement with a final course grade of 'C'

80 % reimbursement for a passing course grade if a 'pass/fail' system of grading is utilized

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

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.

The following provisions and conditions apply to the implementation of this policy:

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

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.

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.

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

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 officer's base pay.

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

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.

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:

A certification or grade report from the institution, giving the title of the approved course and indicating the successful completion of the course;

A certification from the officer indicating that no other payment for or reimbursement of

The tuition costs has 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.

Receipts for the costs of books purchased and required in connection with the approved course and documentation from the institution that the books were required for the course.

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 XIII – SERVICE ALLOWANCE (LONGEVITY)**

A service allowance (longevity), in accordance with the following schedule, will be paid based on the salary rate in effect on July 1. 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.

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

Effective 1/1/95, the service allowance (longevity) is discontinued for all new hires.



#### SECTION XIV – REPLACEMENTS

No full-time employee covered by this Agreement shall be replaced by any non-police officer, part-time or other personnel.

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 XV – 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 shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation 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 XVI – PRESERVATION OF RIGHTS

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.

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 XVII – CLOTHING ALLOWANCE

Each new employee shall receive from the Borough, free of charge in lieu of a clothing allowance, a complete uniform. Thereafter, the Borough shall pay clothing allowance in the amount of Five Hundred Twenty-five Dollars (\$525.00). Amounts not spent in a given year will be deducted from the next year's advance.

In addition, each employee shall receive an annual clothing maintenance allowance of Three Hundred Seventy-five Dollars (\$375.00) for the duration of this contract. Employees shall be allowed to utilize the cleaning establishment of their choice.

Payment of both the clothing allowance and clothing maintenance allowance shall be (1) issued in one check, (2) issued following the adoption of the municipal budget each year, and (3) issued following the submission of a voucher signed by the employee and Chief. It shall be at the discretion of the Chief as to whether receipts are to be submitted along with the voucher.

This payment shall be made to plain-clothed as well as uniformed employees.

If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

**SECTION XVIII – SEVERANCE PAY**

Any officer having ten (10) years continuous service or more, from 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. 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. 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).

## SECTION XIX – 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 XX – PERSONAL DAYS

Each employee shall be entitled to one (1) personal day off per year provided that he gives at least five (5) days notice to the Chief or his designee, unless the need for such personal day could not reasonably have been foreseen at least five (5) days prior to the requested day.

**SECTION XXI – SEPARABILITY AND 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 XXII – PROBATIONARY STATUS

The members of the police force with probationary status shall be covered by any of the terms of this Agreement. Probationary periods of newly hired officers shall begin on the date of their first assignment to a regular schedule and shall continue for one year and any such additional period which shall be agreed upon by the member and Borough Manager after consultation with the Chief of Police.

Probationary Patrolmen/Trainees and Probationary Patrolmen may be terminated with or without cause.

**SECTION XXIII – MISCELLANEOUS**

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

## SECTION XXIV – 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, and whether or not within the knowledge or contemplation of either or both parties at the time the negotiated or signed this Agreement.

## SECTION XXV – MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself, with limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

- A. 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.
- B. 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.
- C. 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.
- D. To hire all Employees, whether permanent, temporary or seasonal, to promote employees in accordance with stated procedures, and to transfer, assign or retain Employees.
- E. To set rates of pay for temporary or seasonal Employees.

F. To suspend, demote or take any other appropriate disciplinary actions against any Employee for good and just cause according to law.

G. 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.

H. The Employer reserved 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 operation of the Department(s) involved.

2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitutions of the State of New Jersey and of the United States, and of the contract between the Borough and PBA.

3. Nothing contained herein shall be construed to deny or restrict 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 XXVI – TERM AND RENEWAL**

This Agreement shall have a term from January 1, 2002 through December 31, 2004. If the parties have not executed a successor agreement by December 31, 2004, then this Agreement shall continue in full force and effect until a successor agreement is executed.

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

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: Fary A. Welt 9/4/01

ATTEST:

MOUNTAIN LAKES POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL 310



By: James A. Pensma  
President, Local 310