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RUTGERS UNIVERSITY

AGREEMENT BETWEEN

THE BOROUGH OF FRANKLIN LAKES, NEW JERSEY

AND

THE POLICE DEPARTMENT OF FRANKLIN LAKES, NEW JERSEY

PREAMBLE

THIS AGREEMENT, made this 30 day of MAY, 1973, between the BOROUGH OF FRANKLIN LAKES, a municipal corporation of the State of New Jersey (hereinafter referred to as "the Borough"), and the POLICE DEPARTMENT OF FRANKLIN LAKES, New Jersey (hereinafter referred to as "the Department"), shall be effective from January 1, 1973 to December 31, 1974 inclusive, except as otherwise provided.

It is agreed and acknowledged that it is the desire and intent of the Borough and the Department to cooperate to maintain the mutually satisfactory conditions of employment and harmonious relations heretofore experienced between the parties, and further that every effort will be made to maintain this atmosphere. The Borough recognizes and the Department agrees that the undersigned members of the Department are the sole and exclusive representatives of covered personnel as set forth in Article I hereof and that they legally represent and may bind the Department in all aspects of this Agreement.

ARTICLE I

COVERED PERSONNEL - This Agreement shall apply to all full-time officers and patrolmen of the Department employed by the Borough.

ARTICLE II

SALARIES - The following salary schedule effective January 1,

1973 and in force until December 31, 1974, is the established salary rate for all covered personnel:

Chief of Police	17,200.00
Captain	16,200.00
Lieutenant	15,200.00
Sergeant	14,200.00
Patrolman, 1st Grade	13,200.00
Patrolman, 2nd Grade	12,200.00
Patrolman, 3rd Grade	11,200.00
Patrolman, 4th Grade	10,200.00
Patrolman, 5th Grade	8,000.00
Probationary	8,000.00

For the assignment of a member of the Department as Detective, the Borough will pay an additional salary of 500.00

#### ARTICLE III

VACATIONS - As provided in the 1973 Salary Ordinance of the Borough.

#### ARTICLE IV

HOLIDAYS - As provided in the 1973 Salary Ordinance of the Borough.

#### ARTICLE V

LIFE INSURANCE - As presently specified in a group policy provided by the Borough to all full-time employees.

#### ARTICLE VI

CLOTHING ALLOWANCE - All covered personnel shall be allowed a clothing allowance of \$200.00 per annum, if needed, at the discretion of the Chief of Police.

#### ARTICLE VII

SICK LEAVE - (a) In the event of any accident or prolonged illness, any covered personnel who has completed one year of continuous employment, shall be entitled to full salary in accordance with the applicable salary schedule set forth in

Article II hereof for a period not exceeding six months from the date of the accident or inception of illness, and one-half salary for six months thereafter, provided that the examining physician appointed by the Borough shall certify to such injury or illness and provided further that the term "accident" as used herein shall not include any accident or injury resulting from any employment other than employment by the Borough as a policeman. In the event any employee shall receive any workman's compensation, whether from the Borough or from any other employer, or disability payments or any amount payable under the Borough's Sickness and Accident Plan or any other similar type of Plan during the period set forth herein, the amount or amounts so received by the said employee shall be deducted from any salary payments made by the Borough or shall be repaid to the Borough if made directly to the employee, as the case may be.

(b) In the event of accident or prolonged illness wherein any covered personnel shall qualify for the payments provided above, the Borough may continue to pay such employee at the Borough's regular pay periods during such time as workman's compensation, disability payments or payments under any sickness and accident plan are being adjusted.

(c) An employee who is continuously absent from work because of accident or illness will be granted a leave of absence for a period of up to one year. The application for such a leave of absence shall be made and approved in writing.

#### ARTICLE VIII

OVERTIME - Sergeants and patrolmen shall be entitled to overtime pay for duty in excess of ordinary duty (forty hours

per week) in times of emergency, said overtime pay to be paid at a pro-rated hourly rate based upon the annual salary of the patrolman. Said compensation shall be paid only when given prior approval by the Chief of Police or in his absence, by the designated officer in charge and subject to the review of the Mayor and Council.

ARTICLE IX

LONGEVITY - As provided in the 1973 Salary Ordinance of the Borough.

ARTICLE X

OTHER TERMS AND CONDITIONS - It is agreed and understood that all existing terms and conditions of employment and all existing rules and regulations governing the Department and the police force shall continue in full force and effect. Nothing in this Agreement shall be considered to alter or impair in any manner the exclusive right of the Borough to administer the department and control the work of its personnel.

ARTICLE XI

DURATION - This Agreement shall remain in full force and effect until December 31, 1974.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

ATTEST:

Carolyn Van Wieren,  
Borough Clerk

BOROUGH OF FRANKLIN LAKES

By Thomas Pawelko,  
Mayor

FRANKLIN LAKES POLICE DEPARTMENT

By Kenneth Hiemstra  
Kenneth Hiemstra

By Robert Scanlan  
Robert Scanlan

By Bernard Kenny  
Bernard Kenny