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AGREEMENT

Between

BOROUGH OF MOUNTAIN LAKES

and

MOUNTAIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 310

EFFECTIVE: January 1, 1992 through December 31, 1994

LAW OFFICES:

WHIPPLE, ROSS & HIRSH
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PREAMBLE

THIS AGREEMENT, made and entered into this 20th day of August, 1992, 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").

W I T N E S S E T H:

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:

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 salary shall be as set forth in Appendix A. The minimum salary for a Patrolman in the Mountain Lakes Police Department during the term of this Agreement shall be as follows:

<u>Rank</u>	<u>Current Rate</u>	<u>Effective 01/01/92</u>	<u>Effective 01/01/93</u>	<u>Effective 01/01/94</u>
Patrol-Starting	\$23,500.00	\$24,851.00	\$26,467.00	\$28,187.00
Maximum (After Five Years)	\$40,304.00	\$42,621.00	\$45,392.00	\$48,456.00
Sergeant	\$43,931.00	\$46,457.00	\$49,477.00	\$52,817.00
Lieutenant	\$47,564.00	\$50,299.00	\$53,568.00	\$57,184.00

The "Current Rate" is shown for informational purposes only, because this contract is being executed in or about August 1992. The 1992 salaries shall be adjusted retroactively to January 1, 1992. Salaries shall be adjusted for 1993 and 1994 in advance on January 1 of each year.

SECTION III - EXCESS TIME ALLOWANCE

All members of the Mountain Lakes Police Department covered by this Agreement shall be entitled to an excess time allowance 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 sick leave. Periods of sick leave over ten (10) days may be continued after review and approval by the Borough Manager. The application of this provision shall be consistent with the policy decisions in previous similar situations.

SECTION V - VACATION TIME

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

- A) One (1) to Five (5) Years 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 Service to a Maximum of Twenty-Five (25) Working Days.
- D) All Vacation based on Years' Service as of June 30th.

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 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 1/2) 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 1/2)) 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. (ex. - when an employee is held over for an additional hour after his regularly scheduled eight (8) hour tour, he shall be compensated at the time and one-half (1 1/2) rate for one (1) hour).

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

F) The Union delegate will be entitled to a day off to attend any such Union meeting and time back if the meeting falls on his regular day off.

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 or motor 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 computation 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.

For purposes of this Agreement, 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.

Disciplinary actions resulting in a fine or suspension of ten (10) days value, or any lesser penalty, be subject to the grievance procedure and shall commence at Step Two of this grievance procedure.

The procedure for settlement of 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.

B) STEP TWO

If the Representative wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the Representative the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

C) STEP THREE

- (1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days the grievance shall be referred 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 expenses of such arbitration shall be borne equally by the parties.
- (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 employer's governing body or its representative on the grievance.
- (3) Employees covered by this Agreement shall have the right to process their own grievance without representative.
- (4) The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

SECTION IX - HEALTH BENEFITS

A. Except as provided in paragraph B below, Blue Cross hospitalization benefits and Blue Shield hospitalization benefits, excess medical benefits pursuant to the existing plan, 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. Upon retirement with twenty-five (25) years of continuous service (or retirement at age fifty-five (55) or over with at least twenty (20) years of continuous service) the Borough will compensate each such retired member annually for fifty (50%) percent of his premiums for the above medical coverage, except dental insurance coverage, until such time as the member may become eligible for similar medical coverage from another source at less cost to him.

B. The Borough, through its participation in the Joint Insurance Fund, may substitute other insurance coverage to provide the same or better benefits than currently provided. The Borough must, however, notify the PBA and discuss such changes sufficiently in advance.

SECTION X - 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 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 last business day preceding the pay Friday).

SECTION XII - EDUCATIONAL BENEFITS

Additional pay will be available through credits for education leading to a Baccalaureate Degree in Police Science. Maximum Seven Hundred (\$700.00) dollars; Three Hundred (\$300.00) Dollars payable at the rate of Seventy-Five (\$75.00) Dollars per semester for the first two (2) years. Four Hundred (\$400.00) Dollars payable at the rate of One Hundred (\$100.00) Dollars per semester for the second two (2) years.

SECTION XIII - SERVICE ALLOWANCE

A service allowance 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	= 5%
Start of Year Twenty (20) through End of Year Twenty-Two	= 6%
Start of Year Twenty-Three (23) and Thereafter	= 7%

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 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 representation fee shall be in an amount equal to eighty-five (85%) percent 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 Memorandum of 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 Memorandum of Agreement.

Unless a contrary intent is expressed in this Memorandum of 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 cash in advance each year subject to submission of receipts establishing payments for that purpose. Amounts not spent in a given year will be deducted from the next year's advance. Effective January 1, 1992, the clothing allowance shall be Four Hundred Seventy Five (\$475.00) Dollars per year. The clothing allowance shall be increased to Five Hundred Dollars (\$500.00) in 1993 and Five Hundred Twenty Five Dollars (\$525.00) in 1994.

This payment shall be made to plainclothed 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.

Effective January 1, 1992 each employee shall receive an annual clothing maintenance allowance of Two Hundred Seventy Five (\$275.00) Dollars. The clothing maintenance allowance shall be increased to Three Hundred Dollars (\$300.00) in 1993 and Three Hundred Twenty Five Dollars (\$325.00) in 1994. Payments shall be made upon submission of vouchers and employee shall be permitted to utilize the cleaning establishment or establishments of their choice.

SECTION XVIII - SEVERANCE PAY

Effective January 1, 1977, any officer having ten (10) years continuous 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 (\$100.00) Dollars 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 (\$200.00) Dollars 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 (\$200.00) Dollars 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 (\$2,000.00) Dollars.

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.

SECTION XXIII - MISCELLANEOUS

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

SECTION XXIV - TERM AND RENEWAL

This Agreement shall have a term from January 1, 1992 through December 31, 1994. If the parties have not executed a successor agreement by December 31, 1994, 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

Robin L. Paulucci

By: W.A. Breen
Borough Manager

ATTEST:

MOUNTAIN LAKES POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 310

Robin L. Paulucci

By: [Signature]
Pres 310

APPENDIX A

BASE WAGE

	EFFECTIVE 01/01/92	EFFECTIVE 01/01/93	EFFECTIVE 01/01/94
PATROLMAN JAMES NIEUSMA*	\$	\$	\$
" JASON CHAVES*			
" STEPHEN OUGH*			
" ROBERT TOVO	42,621	45,392	48,456
" JOSEPH MULLANEY	42,621	45,392	48,456
" JOSEPH MOLA	42,621	45,392	48,456
DETECTIVE GEORGE PETERSON	42,621	45,392	48,456
SERGEANT RICHARD ANTERO	46,457	49,477	52,817
SERGEANT RICHARD REGAN	46,457	49,477	52,817
SERGEANT JACK NICHOLAIS	44,435	49,477	52,817
LIEUTENANT DANIEL WORTS	50,299	53,568	57,184

* TO BE CONSIDERED FOR STEP INCREASES IN ACCORDANCE WITH PAST PRACTICE.