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Convent

THE MOUNTAIN LAKES POLICEMEN'S

1973 - 74 WAGE AND BENEFIT CONTRACT

THIS AGREEMENT, made and entered into this **fifth** day of **February**, 1973, by and between:

THE BOROUGH OF MOUNTAIN LAKES, a Municipal Corporation, in the County of Morris and State of New Jersey,

party of the first part, hereinafter designated Mountain Lakes,

AND:

MOUNTAIN LAKES POLICEMEN of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey,

party of the second part, hereinafter designated Representative,

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the Representative submitted itself on behalf of the Mountain Lakes Policemen of the Borough of Mountain Lakes, exclusive of the Chief; and

WHEREAS, Mountain Lakes recognized the said Representative for patrolmen, sergeants and lieutenants, and a contract was negotiated.

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

SECTION I. Term

The term of this Agreement shall be for the period January 1, 1973 to December 31, 1974, inclusive, only.

SECTION II. Applicability

The provisions of this Agreement shall apply only to full-time employees of the Mountain Lakes Police Department of Mountain Lakes, in the capacities as listed in Section III below.

SECTION III. Salary

The salaries for the Mountain Lakes Police Department for the term of this Agreement shall be as follows:

		<u>Effective January 1, 1973</u>	<u>Effective January 1, 1974</u>
Patrolmen	Start	\$ 7,900	\$ 8,400
	Step 1	8,700	9,200
	Step 2	9,500	10,100
	Step 3	10,100	10,700
	Step 4	10,900	11,500
	Step 5	11,700	12,400
Sergeants	Step 1	12,400	13,200
	Step 2	13,000	13,800
Lieutenants	Step 1	13,500	14,300
	Step 2	14,100	15,000

The officer occupying the position of Detective shall receive \$500 per year in addition to the rate of pay indicated above.

SECTION IV. Excess Time Allowance

All members of the Mountain Lakes Police Department covered by this contract shall be entitled to an excess time allowance of twelve (12) days for Holidays. Payment will be made by the Borough of Mountain Lakes to all members of the Mountain Lakes Police Department on the second pay in the month of November.

SECTION V. 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 will be continued after review and approval by the Mayor and Council.

SECTION VI. Vacation Time

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

- (a) Two weeks after one year's service by June 30.
- (b) Three weeks after five years' service by June 30.
- (c) Four weeks after fifteen years' service by June 30.

SECTION VII. Work Week and Over-time

(a) All regular full-time employees on an hourly basis on the Mountain Lakes Police Department working forty (40) hours in one calendar week based on four-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) Policemen will be compensated for all overtime over fifty-nine (59) minutes. Pay will include first hour of overtime, pay will be based on straight time hourly wage.

SECTION VIII.

It is agreed that wherever 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.

SECTION IX. Grievance Procedure

(a) Definitions

(1) A "Grievance" is a claim by a Policeman, Sergeant or Lieutenant, or the Representative, the Borough Committee or the Chief of Police based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

(2) An "aggrieved person" is the person or persons making the claim.

(3) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(4) "Policeman" is a full time officer, including a Sergeant or Lieutenant, in the Mountain Lakes Police Department.

(5) The P R & R Committee is the Representative's Committee on Professional Rights and Responsibilities.

(b) Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(c) Grievance.

(1) Should any dispute or difference arise between the Borough and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct

manner. The procedure shall be as follows: (unless any step thereof is waived by mutual consent)

FIRST: Between the grievant, with the P R & R representative from the Mountain Lakes Police, and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

SECOND: (a) If the grievance is not settled at the first step, the grievant or the P R & R Representative from the Mountain Lakes Police, may make written request for a second step meeting within twenty (20) 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 five (5) working days after the answer is received at the first step. The Chief shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Committee and the grievant with the Mountain Lakes Police representative. The Borough's answer to the second step shall be delivered to the Mountain Lakes Police within five (5) working days after the meeting.

(b) A disciplined officer may, at his option, proceed initially to the second step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Borough Committee within five (5) working days after the discipline or the option under this section shall be deemed waived. The second step grievance meeting on disciplinary

Borough Committee and the Representative and shall be non-binding on the parties.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

SECTION X.

Blue Cross hospitalization benefits and Blue Shield hospitalization benefits, and excess medical benefits pursuant to the existing plan, and 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. The major medical insurance program will be amended to increase the maximum limit on benefits from \$10,000 to \$15,000 for claims commencing subsequent to January 1, 1974.

SECTION XI.

The cost of the agreed upon group life insurance program will be borne by the Borough of Mountain Lakes and maintained by them.

SECTION XII.

The Borough of Mountain Lakes agrees to continue to pay the men on a bi-weekly basis as they have done in the past.

SECTION XIII.

Additional pay will be available through credits for education leading to a Baccalaureate Degree in Police Science. Maximum \$700.00

\$300.00 payable at the rate of \$75.00 per semester for the first two years, \$400.00 payable at the rate of \$100.00 per semester for the second two years.

SECTION XIV.

A service allowance in accordance with the following schedule will be paid in a lump sum during the first week in July to employees meeting the service requirement at any time during the calendar year and based on the salary rate in effect on July 1.

<u>Service</u>	<u>Amount</u>
5- 9	1%
10-14	2%
15-19	3%
20-24	4%
24&over	5%

SECTION XV.

The negotiation for a contract for the year 1975 will begin by the parties exchanging proposals on October 1, 1974.

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

ATTEST:

Elizabeth S. Brauer
BOROUGH CLERK

BOROUGH OF MOUNTAIN LAKES

By Antonio J. Fein
MAYOR

MOUNTAIN LAKES POLICEMEN

By St. Vincent J. Felice