

Mountain Lakes, Borough of
and
MOUNTAIN LAKES POLICE DEPARTMENT

SALARY AND BENEFITS AGREEMENT

X 1979-1981

THIS AGREEMENT, made and entered into this 15th day of December, 1978
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 of the Borough of
Mountain Lakes, in the County of Morris and
State of New Jersey,
(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 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,

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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. Term

The term of this Agreement shall be for the period commencing January 1, 1979 and ending December 31, 1981.

SECTION II. 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 III. Salary

a) The minimum salary for a Patrolman in the Mountain Lakes Police Department during the term of this Agreement shall be as follows:

Start		\$ 11,800
At start of 6th year	1979	17,732
	1980	18,885
	1981	19,924

b) For the purpose of this Agreement, the following individual salaries are specified and shall be retroactive to January 1, 1979, 1980, or 1981 as applicable:

	<u>1979</u>	<u>1980</u>	<u>1981</u>
Patrolman Peterson	* 11,800	12,567	13,258
Patrolman Mola	17,732	18,885	19,924
Patrolman Nicholas	17,732	18,885	19,924
Patrolman Regan	17,732	18,885	19,924
Patrolman McCoy	17,732	18,885	19,924
Patrolman Worts	17,732	18,885	19,924
Detective/Sergeant DiEllo	19,330	20,586	21,718
Sergeant Valentine	19,330	20,586	21,718
Sergeant Ginder	19,330	20,586	21,718
Lieutenant Felice	20,927	22,287	23,513
Detective Allotment	750	750	900

* Effective 9/1/79

SECTION IV. Excess Time Allowance

All members of the Mountain Lakes Police Department covered by this Agreement shall be entitled to an excess time allowance of twelve (12) 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 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 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 VI. Vacation Time

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

- a) One to Five Years service - 10 working days
- b) Six to Ten Years service - 15 working days
- c) Eleven Years and over: One (1) additional day for each year service to a maximum of 25 days.
- d) All vacation based on year's service as of June 30.

SECTION VII. 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 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 the first hour of overtime and will be based on straight time hourly wage, except that starting January 1, 1981, all overtime will be based on one and one half times the straight time hourly wage.

SECTION VIII. 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, compensation for such appearances shall be as follows:

Municipal Court	\$ 20.00
County Court	\$ 30.00

SECTION IX. Grievance Procedure

a) Definitions

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

2) An "Aggrieved Party" 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 Patrolman, 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 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 Mountain Lakes and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, or from alleged 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, subject to waiver of any step thereof by mutual consent of the parties:

FIRST: A meeting between the aggrieved party (with the P R & R Committee Representative 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 aggrieved party or the P R & R Representative 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 Manager and the aggrieved party with the P R & R Representative. The Borough's answer to the second step shall be delivered to the Representative 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 Manager 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 matters shall be held ten (10) working days after the request, unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the P R & R Representative is not satisfied with the handling or result of the grievance on the second level, he may within fifteen (15) days after conclusion of the second step notify the Borough Manager that he wishes to take the matter to arbitration.

a) Within 10 days after such written notice of submission to arbitration, the Borough Manager and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific periods, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

b) The arbitrator so selected shall confer with the Borough Manager and the Representative of the P R & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then

from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough Manager 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 of Mountain Lakes and the Representative. Any other expenses incurred shall be paid by the party incurring same.

SECTION X. Health Benefits

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. Upon retirement with 25 years of continuous service (or retirement at age 55 or over with at least 20 years of continuous service) the Borough will compensate each such retired member annually for 50% of his premiums for the above medical coverage, until such time as the member may become eligible for similar medical coverage from another source at less cost to him.

SECTION XI. 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. Coverage for members starting employment after January 1, 1979 will be entitled to a maximum of \$15,000.

SECTION XII. Pay Period

The Borough of Mountain Lakes agrees to pay the members of the Police Department on a Bi-Monthly basis, that being the 15th day and the last day of the month. Where the 15th or the last day of the month occurs on a weekend, that being Saturday or Sunday, or a legal holiday occurs on the 15th or the last day of the month, that pay will be given the previous working day.

SECTION XIII. Educational Benefits

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. Service Allowance

a) 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 payday throughout the year by dividing the total allowance by the number of paydays. Employees meeting the service requirement at any time during the calendar year are eligible:

Start of year 5 through end of year 7	= 1%
" " " 8 " " " 10	= 2%
" " " 11 " " " 13	= 3%
" " " 14 " " " 16	= 4%
" " " 17 " " " 19	= 5%

SECTION XV. Severance Pay

Effective January 1, 1977, any officer having 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 \$100 for each full year of service at the time of termination. After 25 years of continuous service (or 20 years if the member is 55 or more years of age) the member shall be entitled to \$200 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 \$200 per year for each full year of service to the date of termination. In such cases, there shall be a minimum payment of \$2,000.

SECTION XVI. Probationary Status

No member of the Police Force with probationary status shall be covered by any of the terms of this Agreement. Probationary status shall continue for one (1) year from initial employment, and any such additional period as may be agreed upon by the member and the Borough Manager after consultation with the Chief of Police.

SECTION XVII. Future Negotiations

This Agreement shall continue in force from January 1, 1979 until December 31, 1981. Proposals for the year 1982 must be submitted for consideration prior to September 1, 1981.

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

BOROUGH OF MOUNTAIN LAKES

BY W. F. O'Brien
William F. O'Brien
Borough Manager

MOUNTAIN LAKES POLICEMEN

BY Vincent Felice
Lieutenant Vincent Felice