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AGREEMENT

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BETWEEN

BOROUGH OF MANASQUAN

-AND-

MANASQUAN P.B.A. LOCAL NO. 284

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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1/16: Terms, PBA, Local 284

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This Agreement made and entered into this 7th day of August, 2006 between the BOROUGH OF MANASQUAN, a Municipal Corporation in the County of Monmouth and the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the MANASQUAN P.B.A. LOCAL #284, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Borough and the Association recognize and declare that providing quality police protection for the Borough is their mutual aim, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Borough hereby recognizes the Association as the sole and exclusive representative and bargaining agent for all regular employees of the Police Department, excluding the Chief of the Department, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

ARTICLE II

STANDING COMMITTEE

Section 1. Grievance Committee

There shall be three members of the Association grievance committee granted leave from duty with full pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time when such members are scheduled to be on duty and upon twenty four (24) hours notice to the Chief of the Department.

ARTICLE III

COLLECTIVE BARGAINING PROCEDURE

Section 1.

In accordance with the provisions of NJSA 34:13A-1 et seq. and the amendments and supplements thereto, the following negotiation procedure shall be following in all future negotiations between the parties unless otherwise as provided by law.

Collective bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Borough and the Council President, or their designees, and the President of the Association or his designees as provided in this Agreement shall be the respective negotiating agents for the parties.

Section 2.

Not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

Section 3.

Collective bargaining meetings shall be held at the request of either party. All meetings shall be conducted in the Borough Hall in the Borough of Manasquan, and said meetings shall take place when they occur between the hours of 7:30 PM and 10:30 PM on weekdays and between the hours of 10:00 AM and 2:00 PM on Saturdays unless otherwise agreed upon by both parties.

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Section 4.

In all respects the negotiations between the parties shall be conducted in accordance with the laws of the State of New Jersey and in particular NJSA 34:13A-1 et seq. and the rules and regulations of the Public Employment Relations Commission and the amendments and supplements thereto.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is a complaint, pertaining to conditions or relationships between employee and employer.

A grievance is also defined as an alleged violation of this agreement or an alleged improper administration decision.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included within the Grievance Procedure. The Chief of Police shall retain the right to issue letters of reprimand or verbal counseling without same being subject to the Grievance Procedure.

Section 2.

A. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration and having the grievance adjusted without intervention of the grievance procedure and the Association, provided the adjustment is not inconsistent with this Agreement. The Association shall be given the opportunity to be present at such a meeting provided the person seeking the grievance requests same.

B. The Association on behalf of the employee shall appoint a Grievance Committee, or at least three members, which shall include a grievance representative

for each group or shift to study all grievances submitted by employees of the Police Department.

C. The employee or the association shall institute the grievance procedure within 20 days, in writing, of the grievance or same shall be deemed abandoned.

Section 3. Steps of the Grievance Procedure

Step 1

A grievance shall be presented in writing to the Chief of Police. The Chief or the Chief's designated representative may arrange to meet with the grievant for the purpose of adjusting or resolving said grievance. A decision shall be made by the Chief within ten (10) calendar days.

Step 2

If the grievance is not resolved to the satisfaction of the Association by the Chief or the Chief's designated representative then the Association may present said grievance in writing within ten (10) calendar days to the Mayor and Council. Service upon the Mayor and Council shall be made through the Office of the Municipal Clerk. The Mayor and Council may hold a hearing at which time all parties at interest may be heard. The Mayor and council shall respond to the grievance within thirty (30) days of its initial filing at Step 2.

Step 3

If the grievance is not resolved to the satisfaction of the Association following the Step 2 determination then the Association may present said grievance within ten (10) calendar days thereafter to the New Jersey Public Employment Relations Commission for arbitration. The selection of the arbitrator and the conduct of the arbitration proceeding shall be consistent with the rules of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties.

Section 4.

A. The time limits specified in the preceding sections of this Article shall include Saturdays, Sundays and Holidays unless the last day of the time limit falls on a Saturday, Sunday or Holiday in which event the following day will be counted as the

last day. The time limits may be extended by mutual agreement of all parties. Further, the steps provided for herein may be waived by mutual agreement of the parties.

B. If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions of the limit extensions, it shall be deemed settled. If the Borough or any person having the responsibility of hearing and rendering a decision as required herein fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided including the provisions for the time limit extensions, such grievance may be processed to the next step.

C. The Borough shall permit Association members of the Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

D. This Article shall not be deemed to waive any rights of the employee or officer under the laws of the State of New Jersey existing now or in the future.

E. The cost of the arbitrator shall be borne equally by the parties.

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ARTICLE V

COMPLAINTS AGAINST EMPLOYEES

Section 1.

Whenever there are any charges or complaints in writing against any member of the Police Department, they shall be initially investigated by the Chief of Police with the Chief of Police advising the Association that said investigation is being conducted. In the event the Chief determines that discipline beyond a reprimand is warranted, the matter shall be referred to the Public Safety Committee. The Public Safety Committee may return the matter to the Chief for further investigation, dismiss the matter, or determine that formal charges pursuant to statute may be necessary and refer the matter to the Mayor and Council. In the event of any formal hearing before the Mayor and Council, the Officer shall be notified in writing according to law and given the hearing day, nature of the charges, and the complainant's name and address, and the names and addresses of any and all witnesses. This section shall not be deemed to waive any rights of the officer under the laws of the State of New Jersey now or in the future. Further, under the laws of this State the accused Officer or Officers shall have the right to be represented by counsel.

ARTICLE VI

HOLIDAYS

Section 1.

The annual holiday benefit shall be fourteen (14) paid holidays per year. Annual holiday pay shall be earned at the rate of one and one-twelfth (1-1/12) day's pay for each month of service in each year up to a maximum of fourteen (14) days. In the event a new State or National holiday is established during the duration of this contract, it will automatically be added to the above paid holidays. The holiday provision provided for in this Agreement is not intended to waive any rights under any State or Federal Law or regulation.

Section 2.

The holiday benefit shall be folded in and paid along with base pay and used in all calculation purposes.

ARTICLE VII

VACATIONS

Section 1.

The particular period of year when an employee seeks to choose his vacation shall be determined by giving preference to the employee's length of employment insofar as possible and practical.

Section 2.

Annual vacation leave with pay shall be earned at the rate of one (1) working day's vacation for each month of service during the remainder of the calendar year following the date of employment.

Section 3.

Any employee shall be entitled to select his vacation in accordance with the length of his employment whenever possible and practical considering the needs of the Borough as stated aforesaid. An employee shall be entitled to vacation in accordance with the following schedule:

- | | | |
|----|--|---------------------------------|
| a) | One year of service through
four years of service | Twelve (12) working days |
| b) | Fifth year through ninth year | Fifteen (15) working days |
| c) | Tenth year through
fourteenth year | Eighteen (18) working days |
| d) | Fifteenth year through
nineteenth year | Twenty-one (21) working
days |

- | | | |
|----|---|-----------------------------------|
| e) | Twentieth year through
Twenty-fourth | Twenty-four (24) working
days |
| f) | After twenty-four years
service and over | Twenty-eight (28) working
days |

ARTICLE VIII

PERSONAL DAYS

Section 1.

Each employee of the Police Department shall at his exclusive option be entitled to five (5) personal days during each year of his employment. Furthermore, personal days are defined as meaning the taking of a day off by any member or employee of the Department or Association for any personal reason, which, in the opinion of the employee, is sufficient reason for the taking of said time off. The time off shall be with full pay. Furthermore, whenever an employee requests the taking of personal days, he shall, unless prevented by exigent circumstances, give 24 hour notification to the Department prior to the taking of said time off.

ARTICLE IX

SALARY

Section 1.

The annual base salaries for employees covered by this Agreement shall be as set forth on Schedule A annexed. Employees shall be compensated with a bi-weekly payroll.

Section 2.

Employees serving in a Detective capacity, regardless of rank, shall be paid five hundred (\$500) dollars per annum pro rata over and above the schedule for the appropriate rank.

Section 3.

Whenever an employee is assigned in writing to a higher job classification involving and performing higher responsibilities, such employee shall be paid at the rate of such assigned classification in accordance with Department of Personnel Regulations of the State of New Jersey.

Section 4.

A) Whenever an officer is assigned to perform the duties and assume the responsibilities of a shift commander, said officer will be paid at the rate of a Sergeant's pay for that shift.

B) Whenever there are 8 or more special officers assigned to a shift, in addition to the shift supervisor, the regular officer designated by the Chief of Police shall be

compensated at the rate of a Sergeant's pay for said shift.

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ARTICLE X

OVERTIME PAY

Section 1.

Overtime shall consist of payment for all time that employees covered by this Agreement work in excess of eight (8) hours a day or forty (40) hours per week or in excess of the normal work day. Overtime shall include court time during off duty hours as well as telephone standby or where an officer is placed on call in all matters pertaining to police business and law enforcement involving civil actions and criminal actions be it at the request of an Order of a Court, Order of the County Prosecutor, or other law enforcement agency, or subpoena from any person or entity as may be provided for under law.

Section 2.

All overtime shall be paid at the rate of time and one-half (1 ½) of regular pay. Regular pay is defined as base salary and longevity pay. An employee may elect to take all, or any part of the time and one-half (1 ½) in time off at the employee's option by written request. All requests for such compensatory time off shall be made to the Chief of Police (or designee) at least thirty (30) days in advance. The request shall be granted or denied within three (3) days of the date of the request. Permission may be denied if the request interferes with the operational needs of the Department. This permission shall not be unreasonably denied.

An employee may request compensatory time off less than thirty (30) days in

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advance. The request shall be granted or denied within three (3) days of the date of the request. Permission may be denied if the request interferes with the operational needs of the Department or results in the in the payment of overtime compensation to other employees. This permission shall not be unreasonably denied.

Section 3.

All monetary overtime shall be paid by the Borough to the employee on a quarterly basis for the overtime obligation having been incurred during that quarter unless the employee has elected to take time off in lieu of payment.

Section 4.

A. Any off duty employee under the terms of this Agreement shall, when placed on standby or telephone call where same relates to law enforcement responsibilities in the community, the county or surrounding counties, be paid and receive overtime credit for a minimum time period of one (1) hour if released within one (1) hour and,

B. The employee shall receive a minimum of two (2) hours of overtime credit in the event the employee must actually appear at a location while off duty if released within two (2) hours and,

C. Any period of time spent in excess of the minimum set forth in A & B hereinabove shall result in full payment for the excess time over and above the minimum time periods provided.

Section 5.

In the event an employee is called in to duty other than his normal assignment,

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he shall be paid overtime for all time worked during such period but in no such case shall he be paid for less than two (2) hours regardless of actual time worked.

Section 6.

Regular officers shall have first refusal (for overtime) in filling vacant shifts that arise as a result of personal days, sick days, overtime days off, etc. being taken by other regular officers as long as taking a vacant shift does not result in an officer working a double shift of more than fourteen (14) consecutive hours. However, whenever a shift becomes vacant within sixteen (16) hours of its commencement and every other Regular and Special Officer who is qualified to take such shift, has been contacted and the shift commander has not been able to fill said vacant shift, then he is authorized to allow an officer to remain on duty to cover same. With respect to the last sentence, said vacant shift should be split between officers from the prior and subsequent shifts whenever possible.

Whenever possible, vacant shifts shall further be filled by regular officers of like rank.

ARTICLE XI

HOURS AND WORK WEEK

Section 1.

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services of a normal work day of eight (8) consecutive hours and a normal work week of forty (40) hours per week. The work schedule shall be arranged to give the maximum time possible between shifts being served by the employee and in no event; except as provided herein, shall the time between shifts be less than twelve (12) hours (except in times of emergency). An employee shall only be required to serve two (2) consecutive shifts with eight (8) hours between same once a month where required for normal shift changes. The intent of the aforementioned sentence is to enable the proper administration of the department during periods when an employee is being transferred from one time period or shift to another time period of shift.

Notwithstanding the above, the Association shall have the opportunity to propose an alternate weekly work schedule averaging not less than 2,080 hours each year. The alternate work schedule must contain a corresponding adjustment of all contractual time off and overtime compensation so that there is no increase in the contractual benefits provided by the Municipality.

Section 2.

The work schedule shall be posted at least thirty (30) days in advance. Further

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it is understood and agreed that for just and reasonable cause, same may be changed at a later date if found to be necessary for proper operation of the Department and the welfare of the Borough.

Section 3.

The parties further agree that any changes in the existing daily or weekly work schedule which may be necessitated for the efficient operation of the work force shall prior to their implementation be discussed with the Association and the Association shall have the right to submit written recommendations and discuss same with the Chief of Police and the Borough Public Safety Committee.

ARTICLE XII

EXTRA DUTY

The Chief of Police shall have the right to issue general orders concerning extra duty performed for outside contractors to insure that public safety needs of the community are appropriately addressed and that such outside employment is carried out in accordance with applicable State rules and regulations.

Extra duty work performed for outside contractors, which assignments are undertaken at the sole option of the employee, shall be paid through the payroll system of the Borough.

The general work rate for 2003 shall be \$57.32 per hour with the employer permitted to subtract an administrative charge of \$5.40 per hour, netting the officer \$51.92 per hour. The work rate for charitable organizations (including the Manasquan School Board and religious institutions) shall be \$51.92 per hour, with no reduction for the employer, netting the employee the full \$51.92 per hour.

The general work rate of 2004 shall be \$59.61 per hour, with the employer being permitted to subtract an administrative charge of \$5.62 per hour, netting the officer \$53.99 per hour. The work rate for charitable organizations approved by the Public Safety Committee (including the Manasquan Board of Education and religious institutions) shall be \$53.99 per hour, with no reduction for the Borough, netting the employee \$53.99 per hour.

The general work rate of 2005 shall be \$61.99 per hour, with the employer

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being permitted to subtract an administrative charge of \$5.84 per hour, netting the officer \$56.15 per hour. The work rate for charitable organizations approved by the Public Safety Committee (including the Manasquan Board of Education and religious institutions) shall be \$56.15 per hour, with no reduction for the Borough, netting the employee \$56.15 per hour.

The hourly work rate shall be increased (indexed) in each subsequent year by increasing the general work rate in the preceding year by a percentage equal to the salary increase granted to senior patrolmen effective for the year in which the indexed rate is being calculated.

The general work rate for the year 2005 is established at \$61.99 per hour. Assuming for example, senior patrolmen receive an increase of 3% in their base compensation for the year 2006, the general work rate for the year 2006 shall be calculated as follows:

$$\begin{array}{r} \$61.99 - \text{General Work rate of 2005} \\ \quad \times .03 \\ \hline \quad \underline{\$ 1.86} \\ \\ \$61.99 - \text{General Work rate for 2005} \\ \quad \underline{+ 1.86} \\ \hline \$63.85 - \text{General Work Rate for 2006} \end{array}$$

The administrative fee for the year 2005 is established at \$5.84 per hour. The fee shall be indexed for subsequent years in the same manner as the general work rate for officers shown in the above example.

The Borough and Association acknowledge that the general work rate to be paid

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to members of the Association for extra duty performed for outside contractors has been mutually established by the parties. Compensation to members of the Association for this outside employment is made through the normal payroll system of the Borough as required pursuant to Attorney General Formal Opinion 1997-No.23. The Association acknowledges that this extra duty work is not mandated by the Borough and that the system is established as an accommodation to permit Association members to perform extra duty work for entities other than the Borough.

The Association agrees, represents and warrants that it will not support or fund any lawsuit or challenge of whatsoever nature made by an individual or entity pursuant to the provisions of the Fair Labor Standards Act.

The Borough and Association agree that a copy of this Article shall be filed with the Division of Local Government Services of the New Jersey Department of Consumer Affairs. This Article shall be void should its application be prohibited by any applicable mandate of the State of New Jersey.

ARTICLE XIII

RETIREMENT AND PENSIONS

Section 1.

The employees shall retain all prior pension rights under applicable law regulations presently in effect any as may be amended and supplemented to their benefit in the future. Further, the employer shall continue to make such contributions as heretofore provided with respect to the pension and retirement benefits to employees covered by this Agreement and under the applicable laws and statutes of the State of New Jersey.

Section 2.

Employees retiring in any part of a year shall receive the monetary equivalent or time off with pay at the employee's discretion for earned holidays and accumulated overtime. Vacation time shall be paid according to the following schedule:

- (A) First three (3) months retirement year, 25% of vacation earned;
- (B) Second three (3) months of retirement year, 50% of vacation earned;
- (C) Third three (3) months of retirement year, 75% of vacation earned;
- (D) Fourth three (3) months of retirement year, 100% of vacation

ARTICLE XIV

TRAVEL AND EXPENSE PAY

Section 1.

All employees required to travel outside the Borough on official business shall be paid all reasonable expenses incurred within two (2) pay periods of said expenses having been incurred and requests for reimbursement having been submitted.

ARTICLE XV

BEREAVEMENT PAY

Section 1.

Whenever death occurs in an employees immediate family, he shall suffer no loss of pay for up to three (3) days of consecutive leave provided that one of those days is the day of the funeral. Immediate family is defined to include spouse, children, parents, grandparents, brothers, sisters and spouse's parents, or the death of a relative who resides with the employee or with whom the employee resides as well as any step-children or children to be adopted that may reside with the employee.

Section 2.

When the death of a relative occurs not residing with the employee, other than those named in Section 1 above, the employee shall be granted leave with pay upon the death of said person for one (1) day.

Section 3.

The bereavement benefits set forth herein shall not be deducted from sick leave and are not related to sick leave and shall be in addition to any personal days.

Section 4.

Any employee taking more time than the prescribed bereavement periods set forth shall have such time deducted from his sick leave provided the employer feels such deduction is necessary under the circumstances in accordance with the New Jersey Department of Personnel rules and regulations.

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ARTICLE XVI

SICK LEAVE

Section 1.

Sick leave is defined herein to mean absence from duty of an employee because of personal illness by reason of which said employee is unable to perform the usual duties of his position.

Section 2.

Sick leave with pay shall be credited each permanent full time employee on the basis of one (1) day per month of continuous service with no maximum limit and commencing from the date of regular appointment or employment up to and including December 31, next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter shall be provided said permanent employees. If any such employee requires none or only a portion of the allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year.

Section 3.

In the event an injury or disability is covered under Worker's Compensation, any employee receiving said compensation who in addition has qualified for payments under Worker's Compensation benefits, shall during the period he is receiving such weekly benefits from Worker's Compensation, be entitled only to that portion of his regular salary which, with the Worker's Compensation payments equals his full salary.

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This provision is not intended to include or relate or affect any award made for permanent or partial disability. The intention being that the amount of the employee's regular salary paid to him by the Borough shall be reduced by any temporary compensation payments paid to him.

Section 4.

Any employee who is absent as a result of a disability, injury, or incident caused or occurring in the usual hours of his employment and/or in the scope and course of his employment and/or in the line of duty shall not have such absence charged against his sick leave and shall receive full payments and benefits provided by this agreement. Further, it is understood by and between the parties that nothing contained herein shall be considered to be derogation of, or restrictive of any statute nor or in the future in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith and pursuant to the laws of the State.

Section 5.

If any employee is out for more than three (3) consecutive days in any week, the Chief of Police or the Public Safety Committee of the Borough may require a doctor's certificate to be supplied within a reasonable amount of time.

Section 6.

If any employee sustains an injury or illness which would prevent him from performing his usual duties, the Chief of Police may assign such employee police duties

of a lesser physical nature, herein referred to as "light duty". No assignment shall be made to another job title unless said position is temporarily vacated. The right to assign an employee to light duty shall be at the sole discretion of the Chief of Police or his designee. Prior to or during the time an employee performs light duty, the Chief of Police may require that the employee undergo a physical examination by a physician appointed by the Public Safety Committee.

During the time an employee performs light duty, the employee will continue to be paid at his normal rate of pay which shall be subject to all terms of this Agreement.

Notwithstanding the above, the employee shall be given the right to decline to serve light duty if it is determined by the employee's physician that such assignment would be detrimental to the employee's health.



ARTICLE XVII

CLOTHING ALLOWANCE

Section 1.

All employees shall receive an annual clothing allowance of six hundred dollars (\$600.00) per year. Effective January 1, 2004 the annual clothing allowance shall be increased to seven hundred twenty-five dollars (\$725.00) per year. No employee shall receive any clothing allowance during the first year of his employment due to the fact that uniforms are provided to all new employees.

Section 2.

The clothing allowance is to be used for the purpose of replacing new, old, worn, or torn uniforms, shoes or other equipment used in the performance of the employee's duties as a Police Officer.

Section 3.

The clothing allowance included officers appointed or assigned as Detectives who shall obtain their clothing where they desire and submit said bills for same to the Chief of Police.

Section 4.

All regular uniform employees, except Detectives, will purchase Police Department clothing of the type, style, and manufacture as designated by the Chief of Police so as to result in uniformity of appearance within said Department. All said clothing purchases shall meet with the standards as promulgated by the Borough and

the Police Department. All bills and receipts with respect to this section shall be turned in to the Chief of Police within ten (10) days after receipt of same.

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ARTICLE XVIII

INSURANCE, HEALTH AND WELFARE

Section 1.

The Borough shall continue to maintain and provide all insurance coverage that is in force and in effect at the present time and shall further provide and maintain personal injury and property damage coverage, false arrest insurance and liability insurance coverage for libel, slander, defamation, or violation of right of privacy, denial of due process, wrongful entry or eviction or other invasion of right of privacy, occupancy or false arrest, detention or imprisonment or malicious prosecution and assault and battery with limits up to five hundred thousand dollars (\$500,000) per occurrence and five hundred thousand dollars (\$500,000) per employee.

Section 2.

The Borough shall supply to all employees all necessary legal advice and counsel, which counsel is acceptable to the officer and employee and agreeable to both parties and same shall be provided at the borough expense for any and all legal issues and problems as well as lawsuits and causes of action related to police work. Further, said legal advice and counsel shall be provided for the defense of and protection of any and all claims for personal injury, death, or property damage arising out of and in the course of the employee's employment and duties as a law enforcement officer relating to police work. The borough shall pay and satisfy all judgments against said employees for any such claims set forth herein provided the

Borough had timely notice of such action.

Section 3.

Each employee shall receive a fully paid "Health Insurance Fund of Monmouth and Ocean Counties" per current practice, including major medical coverage, or the complete equivalent. Coverage shall include the employee, spouse and dependents. As soon after execution of this contract as is practicable, the public employer shall have the right to provide all bargaining unit members with the current PPO Medical Insurance Plan as currently exists as an option.

Section 4.

The employer shall enroll the employee in a prescription drug plan to provide a fully paid \$0/\$4 full family prescription drug plan. Effective September 1, 2000 or at any time thereafter the employer may modify the co-payment on brand name drugs only from \$4.00 to \$10.00. Generic drugs, where available, shall remain at the \$0 contribution rate. As soon after execution of this contract as is practicable the employer shall have the right to provide a fully paid family drug prescription plan which provides for a \$15.00 co-payment for brand name drugs and a \$5.00 co-payment for generic drugs.

Section 5.

The employee shall receive a fully paid "Health Insurance Fund of Monmouth and Ocean Counties" dental plan including orthodontia coverage. Coverage shall include the employee, spouse and dependents.

Section 6.

The employer shall pay up to One Hundred Dollars (\$100.00) for a physical

examination required of each employee and member of this Association bi-annually in even numbered years to be completed during the month of each employee's birth. The medical doctor and/or doctors involved shall be selected by the employee. Copies of reports of same shall be supplied to the employer by the doctor. Any additional charge for said report to be paid by the employer.

Section 7.

The employer shall give ninety (90) days notice to the Association of its intent to change any health insurance benefits carrier providing insurance to the employee under this Agreement. Further, the employer shall supply the Association with a copy of the proposed new policy at least sixty (60) days in advance of changing any health benefits carrier.

Section 8.

Employees covered by this contract shall be provided with a "flexible spending account" providing for payment of any uncompensated medical/prescription or dental expenses in the following amounts:

Single Employee	-	\$200.00 per year
Parent and Child	-	\$400.00 per year
Husband and Wife	-	\$600.00 per year
Full Family	-	\$800.00 per year

ARTICLE XIX

PROFESSIONAL EDUCATION AND EDUCATIONAL INCENTIVE

Section 1.

In addition to the amount to be paid as base salary and longevity pay, each regular employee of the Department, except as hereinafter provided in Section 6, shall be paid the additional sums herein set forth.

Section 2.

The members of the Department who are presently matriculating and enrolled or who shall matriculate or enroll in an accredited college taking courses, which courses are required for an Associates Degree in Police Science, Criminal Justice or law enforcement programs and related fields or are accredited courses associated with the aforesaid programs, shall be paid by the Borough an additional salary the sum of Fifteen Dollars (\$15.00) per credit hour for courses leading to a form of Associate Degree or two (2) years or four (4) semesters of college credit. This provision shall also apply to credits acquired under the section prior to the effective date of this Agreement.

Section 3.

Every employee who has acquired an Associate Degree or completed four (4) semesters or two (2) years of college work in a Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with aforesaid programs, shall cease to receive any compensation under Section 2 of this Article but

shall be paid in addition to his regular salary the following monies per year:

(a) Associate Degree or four (4) semesters or two (2) years of college work in a Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with the aforesaid programs, shall result in a payment of Twelve Hundred and Eighty (\$1,280.00) dollars per year, payable bi-weekly.

(b) Associate Degree or four (4) semesters of two (2) yeas of college work in Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with the aforesaid programs plus fifteen (15) credits shall result in a payment of Fourteen Hundred and Fifty (\$1,450.00) dollars per year, payable bi-weekly.

(c) Associate Degree or four (4) semesters or two (2) years of college work in a Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with the aforesaid programs plus thirty (30) credits shall result in payment of Fifteen Hundred and Eighty (\$1,580.00) dollars per year payable bi-weekly.

(d) Associate Degree or four (4) semesters or two (2) years of college work in a Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with the aforesaid programs plus forty-five (45) credits shall result in payment of Seventeen Hundred and thirty (\$1,730.00) dollars per year payable bi-weekly.

(e) Associate Degree or four (4) semesters or two (2) years of college work in

a Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with the aforesaid programs plus sixty (60) credits shall result in payment of Eighteen Hundred and Eighty (\$1,880.00) dollars per year payable bi-weekly.

(f) A Bachelors Degree in a Police Science, Criminal Justice, or law enforcement program and in related fields and courses associated with the aforesaid programs, shall result in payment of Two Thousand Two Hundred (\$2,200.00) dollars per year payable bi-weekly.

Section 4.

With respect to the payment for credits towards Associate Degrees and Bachelor Degrees in Police Science, Criminal Justice, or law enforcement programs and in related fields and courses associated with the aforesaid programs, it is understood by and between the parties that an employee must receive an Associate Degree or complete four (4) semesters or two (2) years of college as hereinbefore set forth, within seven (7) years following the commencement of such program at some accredited institution. With respect to a Bachelors Degree as hereinbefore set forth, it is understood and agreed by between the parties that subsequent to having completed two (2) years or four (4) semesters of fifty percent (50%) of a program leading to a Bachelors Degree as hereinbefore set forth, the employee shall have an additional seven (7) years to acquire the Bachelors Degree. In the event of illness, financial inability, personal hardship and related causes, the employee shall not be

required to complete said programs within the time period set forth and the time limitation shall be tolled for the period of disability as set forth herein. Once the disability or problem ends the tolling of the limitation period shall cease and the time period shall against commence to run.

Section 5.

The incentive pay with respect to professional education and educational courses shall be payable upon presentation to the Borough of proper certification with respect to same from the institution attended by said employee, including courses completed, and credits involved as may be applicable.

Section 6.

For the first twelve (12) months of his employment, any employee hired after August 1, 1975 shall not be entitled to the educational incentive provisions herein set forth. Upon the completion of said first twelve (12) months this provision shall be fully applicable to said employee.

mcb

ARTICLE XX

NEW APPOINTMENTS

Section 1.

Upon temporary appointment, the Borough Clerk shall withhold in escrow pension payments with respect to the employee until permanent appointment. At such time, said money shall be taken from escrow and applied pursuant to law or returned if not appointed.

MB

ARTICLE XXI

LEAVE OF ABSENCE

Section 1.

A leave of absence without pay may be granted for good cause to any employee who has been employed as a regular police officer for a period of three (3) years or more. This leave may not be arbitrarily or unreasonably withheld and may not exceed six (6) months. Unused vacation time must be used at the time of the leave of absence or immediately subsequent thereto. The leave must be requested in writing to the Chief of Police with a copy to the Mayor and Council. The Chief of Police shall submit his recommendations on the request to the Mayor and the Council who shall make the final decision upon such request.

ms

ARTICLE XXII

LONGEVITY

Section 1.

Each employee shall be paid, in addition to this current annual wages a longevity increment in relation to said employee's annual base salary. The term "years of service" as are used in this article are meant to be interpreted consistent with the standards set forth under the New Jersey Police and Fire Pension Statute.

- | | |
|---|--------------------|
| a. On completion of five (5) years of service | Four (4%) percent |
| b. On completion of ten (10) years of service | Five (5%) percent |
| c. On completion of fifteen (15) years of service..... | Six (6%) percent |
| d. On completion of twenty (20) years of service..... | Seven (7%) percent |
| e. On completion of twenty-four (24) years of service.. | Nine (9%) percent |

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ARTICLE XXIII

SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby unless required by law.

Section 2.

If any such provisions are so invalid, the Borough and the Association shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXIV

DISCIPLINE

Section 1.

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions of the Grievance Procedure hereinbefore outlined and per the terms of this Agreement and the laws of this State.

mcb

ARTICLE XXV

PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of 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, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXVI

PRESERVATION OF RIGHTS

The parties agree that all terms and conditions of employment not specifically set forth in this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement and shall not be limited, restricted, impaired, removed or abolished except as specifically expressed herein. This provision shall not apply to traditional management prerogatives.

AMB

ARTICLE XXVII

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral services for the said deceased Officer.

Subject to the availability of same, the Borough will permit a Borough police vehicle to be utilized by the members in the funeral service.

Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

MSB

ARTICLE XXVIII

DURATION

Section 1.

The effective term of this Agreement is from January 1, 2006 to December 31, 2009.

Section 2.

In the absence of written notice given on or before September 1st prior to the expiration date by either party to the other of intention to terminate or modify this Agreement, same shall be automatically renewed for a period of one (1) year.

Section 3.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date.

Section 4.

If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period from its termination date upon mutual agreement automatically.

Section 5.

All rights, benefits, privileges, duties, responsibilities, and requirements affecting police officers which are not specifically provided for or abridged by this Agreement, including those which are provided for by resolution, ordinance, or regulations and past practices which benefit said employees now or in the future, shall be applicable

provided they are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of the within Agreement.

In WITNESS WHEREOF, the parties have caused this agreement to be signed by the authorized officers on this 7th day of August 2006.

BOROUGH OF MANASQUAN
MAYOR

Richard Deane

MUNICIPAL CLERK

Amelia

MANASQUAN PBA LOCAL NO. 284
PBA PRESIDENT

Michael Fisher

Michael C Banes

Negotiations Chairman

SCHEDULE A
SALARY GUIDE

	<u>EFF.</u> <u>1/1/2006</u>	<u>EFF.</u> <u>1/1/2007</u>	<u>EFF.</u> <u>2/1/2008</u>	<u>EFF.</u> <u>2/1/2009</u>
0 TO 6 MONTHS	\$32,145	\$33,431	\$34,852	\$36,333
6 TO 12 MONTHS	\$40,040	\$41,642	\$43,411	\$45,256
12 TO 24 MONTHS	\$46,620	\$48,485	\$50,545	\$52,694
24 TO 36 MONTHS	\$53,425	\$55,561	\$57,922	\$60,384
36 TO 48 MONTHS	\$59,769	\$62,160	\$64,801	\$67,555
48 TO 60 MONTHS	\$66,429	\$69,086	\$72,022	\$75,083
60 TO 72 MONTHS	\$73,153	\$76,079	\$79,312	\$82,683
72 PLUS MONTHS	\$79,634	\$82,819	\$86,339	\$90,008
SERGEANT	\$85,216	\$88,624	\$92,391	\$96,317
LIEUTENANT	\$90,009	\$93,609	\$97,588	\$100,735
CAPTAIN	\$94,999	\$98,799	\$102,998	\$107,375