

Original

AGREEMENT  
BETWEEN  
BOROUGH OF MANASQUAN  
AND  
MANASQUAN POLICE DISPATCHERS ASSOCIATION

JANUARY 1, 2004 TO DECEMBER 31, 2005

TABLE OF CONTENTS

AGREEMENT.....	1
WITNESSETH: .....	1
<i>ARTICLE 1</i> .....	<i>1</i>
RECOGNITION.....	1
<i>ARTICLE 2</i> .....	2
ASSOCIATION ACTIVITY.....	2
<i>ARTICLE 3</i> .....	2
EQUAL TREATMENT – NON-DISCRIMINATION.....	2
<i>ARTICLE 4</i> .....	3
RIGHTS OF INDIVIDUALS.....	3
<i>ARTICLE 5</i> .....	3
MANAGEMENT RIGHTS.....	3
<i>ARTICLE 6</i> .....	4
WORK RULES.....	4
<i>ARTICLE 7</i> .....	4
SENIORITY.....	4
<i>ARTICLE 8</i> .....	5
EMPLOYMENT POSTINGS.....	5
<i>ARTICLE 9</i> .....	5
COLLECTIVE BARGAINING PROCEDURE.....	5
<i>ARTICLE 10</i> .....	6
STANDING COMMITTEE.....	6
<i>ARTICLE 11</i> .....	7
GRIEVANCE PROCEDURE.....	7
<i>ARTICLE 12</i> .....	10
COMPLAINTS AGAINST EMPLOYEES.....	10
<i>ARTICLE 13</i> .....	11
HOLIDAYS.....	11
<i>ARTICLE 14</i> .....	11
VACATIONS.....	11
<i>ARTICLE 15</i> .....	12
PERSONAL DAYS.....	12
<i>ARTICLE 16</i> .....	13
SALARY.....	13
<i>ARTICLE 17</i> .....	14
HOURS AND WORK WEEK.....	14
<i>ARTICLE 18</i> .....	14
OVERTIME PAY.....	14
<i>ARTICLE 19</i> .....	16
RETIREMENT AND PENSIONS.....	16
<i>ARTICLE 20</i> .....	16
TRAVEL AND EXPENSE PAY.....	16
<i>ARTICLE 21</i> .....	17
BEREAVEMENT PAY.....	17
<i>ARTICLE 22</i> .....	17
SICK LEAVE.....	17
<i>ARTICLE 23</i> .....	19
CLOTHING ALLOWANCE.....	19
<i>ARTICLE 24</i> .....	20
INSURANCE, HEALTH AND WELFARE.....	20
<i>ARTICLE 25</i> .....	21
NEW APPOINTMENTS.....	21
<i>ARTICLE 26</i> .....	21
LEAVE OF ABSENCE.....	21
<i>ARTICLE 27</i> .....	22
LONGEVITY.....	22

<i>ARTICLE 28</i> .....	22
JURY DUTY .....	22
<i>ARTICLE 29</i> .....	22
SAVINGS CLAUSE.....	22
<i>ARTICLE 30</i> .....	23
DISCIPLINE.....	23
<i>ARTICLE 31</i> .....	24
NO STRIKE, ETC. ....	24
<i>ARTICLE 32</i> .....	24
DURATION .....	24

AGREEMENT  
BETWEEN  
BOROUGH OF MANASQUAN

AND  
MANASQUAN POLICE DISPATCHERS ASSOCIATION

January 1, 2004 through December 31, 2005

AGREEMENT

This Agreement is made this \_\_\_\_\_ day of December, 2004, between the BOROUGH OF MANASQUAN, a municipal corporation of the State of New Jersey (from now on called the "Borough" or "Employer") and the Manasquan Dispatchers Association (from now on called 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: the improvement and promotion of harmonious relations between the parties; the establishment of suitable and peaceful procedure for the amicable resolution of all differences, disputes, and grievances; and the establishment and determination of salaries, wages, fringe benefits, hours of work and other terms and conditions of employment.

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

ARTICLE 1  
RECOGNITION

The Borough hereby recognizes the Association as the sole and exclusive representative and bargaining agent for the purpose of collective negotiations to

establish salaries, wages, fringe benefits, hours of work, and other terms and conditions of employment for all employees, including: regular, provisional, and trainee appointments, and part time employees.

Included:

All Civilian Police Dispatchers in the Police Department.

Excluded:

All other employees of the Borough of Manasquan.

## ARTICLE 2 ASSOCIATION ACTIVITY

Section 1. The Borough and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and further, that there shall not be any discrimination or coercion against any employee because of Association membership or non-membership.

Section 2. Employees shall have the right to erect and maintain a bulletin board in a conspicuous place for their own use subject to the approval of the Chief of Police.

Section 3. The Borough agrees to allow the members of the Association to conduct Association meetings on Borough premises with approval of the Chief of Police. The Association shall provide 24 hours advance notice of the meeting and the meetings shall not be held during regular working hours. The notice shall be provided to the Chief of Police.

## ARTICLE 3 EQUAL TREATMENT – NON-DISCRIMINATION

The Borough and the Association agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or Association membership or non-membership.

The Borough also agrees that no employee shall be subject to harassment, and that every employee shall be treated within the accepted standards of decency, courtesy, and respect.

ARTICLE 4  
RIGHTS OF INDIVIDUALS

Nothing contained in this Agreement shall abridge the rights of the Borough, and employees, under the laws of the State of New Jersey.

ARTICLE 5  
MANAGEMENT RIGHTS

It is mutually understood and agreed that the Borough has the prerogative of management in the direction of the employees including, but not limited to, the rights of hiring, suspending, laying off, discharging for proper cause, promoting, transferring, assigning or reassigning, or scheduling so as to determine the standards of selection for employment, of maintaining the efficiency of its operation and technology of performing its work, establishing contracts or sub-contracts for Borough operations; provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members, in determining the methods, means and personnel by which its operations are to be conducted, or determining the content of job classifications, subject to Department of Personnel regulations and other applicable laws or provisions of this Agreement.

ARTICLE 6  
WORK RULES

The Borough shall establish reasonable and necessary rules of work and conduct for employees and these rules shall be duly and conspicuously posted. All work rules shall be equitably applied by the Borough.

ARTICLE 7  
SENIORITY

Section 1. Definition. Seniority is defined as an employee's continuous length of service with the Borough beginning with the employee's latest date of hire as a provisional or permanent employee. A newly hired employee shall be considered probationary and without seniority.

Section 2. An employee shall be considered to have Borough seniority as of the date of hire with the Borough. Borough seniority shall accumulate until there is a break in the employee's service.

Section 3. An employee shall be considered to have job classification seniority from the time the employee is certified to the position or title classification by the Department of Personnel. Job classification seniority shall accumulate until there is a break in the employee's service.

Section 4. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off; provided however, job classification seniority, accrued prior to layoff, shall be continued upon recall and reemployment. Seniority determination for an employee reemployed from a regular reemployment list shall begin as of the date of reemployment, except that, when determining the order of layoff or demotion,

ties of equal seniority will be broken by consideration of the period of permanent employment to the break in service.

Section 5. In the case where an employee is promoted but does not successfully complete the probationary period, the employee may return to the previous job classification without loss of job classification or Borough seniority.

Section 6. Seniority shall be given preference in promotions, demotions, layoffs, recalls, and vacation schedules. Where ability to perform work and physical fitness are considerations in any of the aforementioned, the Borough shall make the final determination.

## ARTICLE 8 EMPLOYMENT POSTINGS

Notices of all job vacancies shall be posted by the Borough, whenever possible, on employee bulletin boards throughout the various work areas fifteen (15) days in advance of the closing date for filling the vacancy. The notices will contain: the job classification, a description of the work, place of employment, rate of pay, and hours of work. All permanent employees of the unit shall be given the chance to apply in writing to the Borough to fill these job opportunities.

## ARTICLE 9 COLLECTIVE BARGAINING PROCEDURE

Section 1. In accordance with the provisions of N.J.S.A. 34:13A-1 et seq. and the amendments and supplement thereto, the following negotiation procedure shall be followed 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 the President's designees as provided in this Agreement, shall be the respective negotiating agents for the parties.

Section 2. Not more than two (2) 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 p.m. and 10:30 p.m. on weekdays and between the hours of 10:00 a.m. and 2:00 p.m. on Saturdays unless otherwise agreed upon by both parties.

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 N.J.S.A. 34:13A-1 et seq. and the rules and regulations of the Public Employment Relations Commission and the amendments and supplements thereto.

## ARTICLE 10 STANDING COMMITTEE

Section 1. Grievance Committee. There shall be two (2) 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 Police.

ARTICLE 11  
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.

Section 2. 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.

Section 3. Procedure.

A. The Association on behalf of the employee shall appoint a Grievance Committee, of two (2) members, to study all grievances submitted by employees of the Dispatchers Association.

B. An employee shall, within two (2) working days, verbally present and discuss a complaint with the immediate supervisor or shift supervisor on an informal basis. In the event the matter is not resolved informally, the grievant may submit the grievance in writing within five (5) days of the occurrence to that immediate supervisor who shall hear the grievance. The grievant may be represented by the Association. The exception to this step in the procedure is for any alleged violation of Article 17 or Article 18 of this Agreement. The procedure for a grievance on these sections is covered in Section D of the procedures listed. The immediate supervisor shall give a written reply to all grievances within seventy-two (72) hours of receipt of grievance.

C. If the grievance is not adjusted satisfactorily or within three (3) days after expiration of time limit in Section B, and the aggrieved party wishes to proceed further, the grievant may submit such grievance in writing to the head of the Association, who shall indicate in writing that the Association agrees or disagrees with the desire of the grievant to proceed to the next step of the grievance procedure. The grievant may proceed with grievance procedure, with or without the approval of the Association, by presenting the grievance in writing to the Lieutenant of Police or designee. Both the employer and the employee shall have the opportunity to present witnesses and pertinent records in order to dispose of the grievance. The grievant may be represented by the Association. Within three (3) days of said presentation, the Lieutenant or designated representative may arrange to meet with the Grievance Committee for the purpose of resolving or adjusting such grievance. A decision shall be made by the Lieutenant and submitted to the committee in writing within three (3) days.

D. If the grievance is not adjusted satisfactorily or within three (3) days, and the Grievance Committee wishes to proceed further, it may submit such grievance in writing to the Captain of Police within three (3) days. Within three (3) days after said presentation, the Captain or designated representative may arrange to and meet with the Grievance Committee for the purpose of adjusting or resolving such grievance. A decision shall be made by the Captain within three (3) days and submitted to the committee in writing.

If any grievance is instituted alleging a violation of Article 17 or Article 18 of this Agreement, it shall be submitted directly to the Captain of Police in writing. The Captain of Police shall give a written reply to the committee within seventy-two (72) hours of receipt of such grievance.

E. If the grievance is not adjusted satisfactorily or within the time limits previously specified, and the Grievance Committee wishes to proceed further, it may submit such grievance in writing to the Chief of Police within three (3) calendar days. Within three days after said presentation, the Chief or designated representative may arrange to and meet with the committee for the purpose of adjusting or resolving such grievance. A decision shall be made by the Chief within three (3) days.

Section 4. If the grievance is not resolved to the satisfaction of the Association by the Chief or the Chief's designated representative within three (3) days after such meeting, the Association may present such grievance in writing no later than seven (7) days thereafter to the Public Safety Committee. Within seven (7) days after such presentation, the Public Safety Committee shall hold a hearing at which time all parties of interest shall be heard. A decision shall be made no later than seven (7) days following completion of the hearing.

Section 5. If such grievance is not resolved to the satisfaction of the Association following such meeting, the Association may present such grievance in writing within ten (10) days thereafter to the New Jersey Public Employment Relations Commission for binding arbitration, with written notification of such intent also being made to the Borough.

Section 6. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Borough and the Association within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Borough and the Association shall have the right to strike two (2) names from the panel. The Borough shall strike one name, the employee shall strike one name, etc., and the remaining shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the

arbitrator's services and the proceedings shall be borne equally by the Borough and the Association. It is understood by and between the parties hereto that the decision of the arbitrator shall be binding upon the parties.

Section 7. 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. Further, such time limits may be extended by mutual agreement of all parties.

Section 8. If a grievance is not responded to within the prescribed time limits as provided, such grievance may be processed to the next step.

Section 9. 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 Dispatchers to bring the Department to its proper effectiveness.

Section 10. This Article shall not be deemed to waive any rights of the employee or Dispatcher under the laws of the State of New Jersey existing now or in the future.

## ARTICLE 12

### COMPLAINTS AGAINST EMPLOYEES

Section 1. Whenever there are any charges or complaints in writing against any Police Dispatcher, they shall be initially investigated by the Chief of Police with the Chief 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 Dispatcher shall be notified in writing according to law and given the hearing date, 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 Dispatcher under the laws of the State of New Jersey now or in the future. Further, under the laws of this State the accused Dispatcher or Dispatchers shall have the right to be represented by counsel.

### ARTICLE 13

#### HOLIDAYS

Section 1. Employees classified as Civilian Police Dispatchers shall be compensated for fourteen (14) paid holidays. The holiday provision provided for in the agreement is not intended to waive any rights under any State or Federal Law or regulations. The paid holiday benefit shall be folded in and paid together with base pay, and used in all calculation purposes.

Section 2. 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.

### ARTICLE 14

#### VACATIONS

Section 1. Any employee shall be entitled to select vacation in accordance with the length of 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:

One year of service through four years of service	Twelve (12) working days
Fifth year through ninth year	Fifteen (15) working days
Tenth year through fourteenth year	Eighteen (18) working days
Fifteenth year through nineteenth year	Twenty-one (21) working days
Twentieth year through twenty-fourth year	Twenty-four (24) working days
After twenty-four years and over	Twenty-eight (28) working days

Section 2. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro-rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation days and same shall be deducted from final pay.

Section 3. Vacation time shall be taken within the year in which it is accrued but may be carried over into the next calendar year with Borough approval.

Section 4. Written notice shall be given each employee annually, on or about January 15 of each year, showing vacation days accumulated.

ARTICLE 15  
PERSONAL DAYS

Section 1. Each employer of the Police Department shall 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, the employee shall, unless prevented by exigent circumstances, give twenty-four (24) hours notification to the Department prior to the taking of said time off, subject to the approval of the Chief of Police or designee.

ARTICLE 16

SALARY

Section 1. The annual base salary, payable bi-weekly, for each of the classifications set forth below shall be as follows:

Step 1: Date of appointment through 3 months of service.

<u>January 1, 2004</u>	<u>January 1, 2005</u>
\$26,393.47	\$27,449.21

Step 2: After 3 months of service through 12 months of service.

<u>January 1, 2004</u>	<u>January 1, 2005</u>
\$30,634.74	\$31,860.13

Step 3: After 12 months of service through 24 months of service.

<u>January 1, 2004</u>	<u>January 1, 2005</u>
\$33,139.64	\$34,465.23

Step 4: After 24 months of service.

<u>January 1, 2004</u>	<u>January 1, 2005</u>
\$40,229.66	\$41,838.85

Section 2. Movement on the guide shall occur on the employee's anniversary date of employment with the Municipality.

Section 3. Part time employees shall receive the following pay per hour:

	<u>January 1, 2004</u>	<u>January 1, 2005</u>
Date of appointment through 4 years of service:	\$13.89	\$14.45



Fifth year of service:	\$15.14	\$15.75
Sixth year of service:	\$15.75	\$16.38
Seventh year of service and over:	\$16.38	\$17.03

ARTICLE 17  
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, and shall consist of Monday through Sunday. 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).

Section 2. There shall be two (2) fifteen minutes coffee breaks for employees during a shift.

Section 3. Notwithstanding the provisions of Section 1, 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.

ARTICLE 18  
OVERTIME PAY

Section 1. Overtime shall consist of payment for all time that full time employees work in excess of eight (8) hours a day or forty (40) hours per week or in excess of the normal workday. Part time employees required to work in excess of eight (8) hours a day

shall be paid overtime. Overtime shall include court time during off duty hours as well as telephone standby or where a Dispatcher is placed on call in all matters pertaining to police business and law enforcement involving civil actions and criminal actions, be it at the 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.

Further, 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.

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 Sections A and 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 during normal assignment, the employee shall be paid overtime for all time worked during such period but

in no such case shall the employee be paid for less than two (2) hours regardless of actual time worked. This duty will also consist of time the Dispatcher serves in the capacity of Matron.

Section 6. Dispatchers shall have first refusal for overtime in filling vacant shifts that arise as a result of personal days, sick days, overtime days off, etc.

#### ARTICLE 19

#### RETIREMENT AND PENSIONS

Section 1. Employees shall retain all prior pension rights under applicable law and regulations presently in effect and 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 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 of 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 earned.

#### ARTICLE 20

#### TRAVEL AND EXPENSE PAY

Section 1. 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 21  
BEREAVEMENT PAY

Section 1. Whenever death occurs in an employees immediate family, the employee 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. An employee taking more time than the prescribed bereavement periods set forth shall have such time deducted from sick leave provided the employer feels such deduction is necessary under the circumstances.

ARTICLE 22  
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 usual duties of the position.

Section 2. Sick leave with pay shall be credited each permanent full time employee on the basis of one and one-quarter (1 ¼) 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 the credit of the employee from year to year.

Section 3. In the event of an injury or disability which is covered under Worker's Compensation, an employee receiving said compensation who in addition has qualified for payments under Worker's Compensation benefits, shall during the period the employee is receiving such weekly benefits from Worker's Compensation, be entitled only to that portion of regular salary which, with the Worker's Compensation payments equals full salary. 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 by the Borough shall be reduced by any temporary compensation paid to the employee.

Section 4. Any employee who is absent as a result of a disability, injury or incident caused or occurring in the usual hours of employment and/or in the scope and course of employment and/or in the line of duty shall not have such absence charged against 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 in derogation of, or restrictive of any statute now 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. An employee who has been on sick leave for five (5) or more consecutive days will be required to submit acceptable medical evidence substantiating the absence. An employee who has been absent from work due to illness five (5) or more days in any thirty (30) working days shall also be required to submit medical evidence

substantiating the absence from work. The immediate supervisor of the employee may direct that the employee obtain a doctor's note verifying the employee's previous illness and stating that the employee is now fit to return to work and carry out normal functions during the normal work schedule. The Borough may require an employee to undergo a medical examination to verify this determination. In such event, the Borough shall pay the cost of the examination provided that the Borough selects the physician and that the employee is declared medically sound and able to resume the employee's normal job function during the normal work schedule.

ARTICLE 23  
CLOTHING ALLOWANCE

Section 1. All employees shall receive a clothing allowance of \$600.00 each calendar year. No employee shall receive any clothing allowance during the first year of employment because 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. The purchase of prescription eyewear shall be permitted as part of the clothing allowance.

Section 3. All regular uniformed employees 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 the Department. All 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.

ARTICLE 24  
INSURANCE, HEALTH AND WELFARE

Section 1. The Borough shall continue to maintain and provide all liability 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 liable, 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 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 necessary 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 Dispatcher 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 full-time employee shall receive a fully paid health insurance plan under the Health Insurance Fund of Monmouth and Ocean Counties (or a similar plan issued by another carrier selected by the Borough), including major medical coverage or equivalent. The insurance coverage shall include the employee, spouse and dependents.

Section 4. The employer shall enroll the employee in a prescription drug plan to provide a fully paid \$0/\$10 prescription drug plan.. The insurance coverage shall include the employee, spouse (if any) and dependents (if any).

Section 5. Each full-time employee shall receive a fully paid dental plan including orthodontia coverage issued by the Health Insurance Fund of Monmouth and Ocean Counties (or a similar plan issued by another carrier selected by the Borough). The insurance coverage shall include the employee, spouse and dependents.

Section 6. Each full-time employee shall have the right to select a PPO Medical Insurance Program. The employer's current policy with respect to the creation of flexible accounts for each employee selecting a PPO Medical Insurance Program shall not be deemed a past practice and may be discontinued on or after December 31, 2004 in the Borough's absolute discretion.

ARTICLE 25  
NEW APPOINTMENTS

Section 1. Upon temporary appointment, the Chief Financial Officer 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.

ARTICLE 26  
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 Police Dispatcher for a period of three (3) years or more. The 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 recommendations on the request to the Mayor and Council who shall make the final decision upon such request.

ARTICLE 27

LONGEVITY

Section 1. Each employee shall be paid, in addition to annual wages, a longevity increment in relation to annual base salary and based upon years of continuous employment in the Department in accordance with the following schedule:

- |    |  |                    |
|----|--|--------------------|
| 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  |

Section 2. Longevity payments shall be pro-rated and included in each bi-weekly payroll check.

Section 3. Movement on the longevity guide shall occur on the anniversary date of employment.

ARTICLE 28

JURY DUTY

Employees shall receive full salary while serving on Jury Duty in exchange for assignment to the Borough of their Jury Duty compensation.

ARTICLE 29

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 30  
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.

Section 2. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based on layoff or other operational judgment of the Borough shall not be construed to be discipline. Just cause for discipline up to and including removal shall include, but not be limited to, the cause set forth in Department of Personnel Rule 4:1-16.9.

Section 3. Where the Borough and/or its designee imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. The notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

Section 4. Misconduct. In the event a formal charge of misconduct is made by the Borough against an employee, the employee shall be entitled to have the Association representative as a witness or as an advisor during the subsequent interrogation of the employee concerning said charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or

the Association, if present, may request and receive a copy of any recording made at the hearing(s).

ARTICLE 31  
NO STRIKE, ETC.

Section 1. Neither the Association nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Borough of Manasquan, regardless of the reason for so doing. Any or all employees who violate this Article, may be discharged or otherwise disciplined by the Borough pursuant to the Rules and Regulations of the Civil Service Commission and any State Statute applicable thereto.

ARTICLE 32  
DURATION

Section 1. The effective term of this Agreement is from January 1, 2004 through December 31, 2005.

Section 2. The parties agree that negotiations of any successor agreement shall commence no later than ninety (90) days prior to the expiration date of this agreement. Either the Borough or the Association may request the other party commence negotiations at an earlier date to be mutually agreed upon by the parties.


Section 3. This agreement may be extended beyond its termination date upon mutual agreement by the parties.

Section 4. Previous Fringe Benefits. All rights, benefits, privileges, duties, responsibilities, and requirements affecting Dispatchers 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 employees now or in the future,

shall be applicable and remain in effect 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 their authorized officers to sign this agreement on the date adjacent to the signature lines below.


ATTEST:

  
\_\_\_\_\_  
COLLEEN SCIMECA, RMC, CMC  
Municipal Clerk

BOROUGH OF MANASQUAN

BY:   
\_\_\_\_\_  
RICHARD DUNNE 12/19/14  
Mayor

ATTEST:

  
\_\_\_\_\_  
EILEEN PRESSEY, Secretary

MANASQUAN POLICE  
DISPATCHERS ASSOCIATION

BY:   
\_\_\_\_\_  
JEANNE HILL, President

**RESOLUTION**  
**170-04**

**BE IT RESOLVED** by the Borough Council of the Borough of Manasquan, County of Monmouth, New Jersey, that the Mayor and Municipal Clerk be authorized to sign the Agreement Between the Borough of Manasquan and the Manasquan Police Dispatchers Association for the term January 1, 2004 through December 31, 2005.

I, Colleen Scimeca, Municipal Clerk, Borough of Manasquan, County of Monmouth, New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Borough Council at the December 20, 2004 meeting.



---

COLLEEN SCIMECA, RMC, CMC  
Municipal Clerk