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A G R E E M E N T

Between:

BOROUGH OF MANASQUAN,
Monmouth County, New Jersey,

And:

MANASQUAN UNIFORM POLICE ASSOCIATION

JANUARY 1, 1974 THROUGH DECEMBER 31, 1975

9-8-75

A G R E E M E N T

BETWEEN THE BOROUGH OF MANASQUAN, MONMOUTH COUNTY,
NEW JERSEY, and THE MANASQUAN UNIFORM POLICE ASSOCIATION.

This Agreement made and entered into in Manasquan,
New Jersey, this *26TH* day of *SEPT.* August, 1975, between the
BOROUGH OF MANASQUAN, a Municipal Corporation in the County of
Monmouth and State of New Jersey, hereinafter referred to as
the "BOROUGH" or "EMPLOYER" and the MANASQUAN UNIFORM POLICE
ASSOCIATION, hereinafter referred to as the "ASSOCIATION"

W I T N E S S E T H :

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:

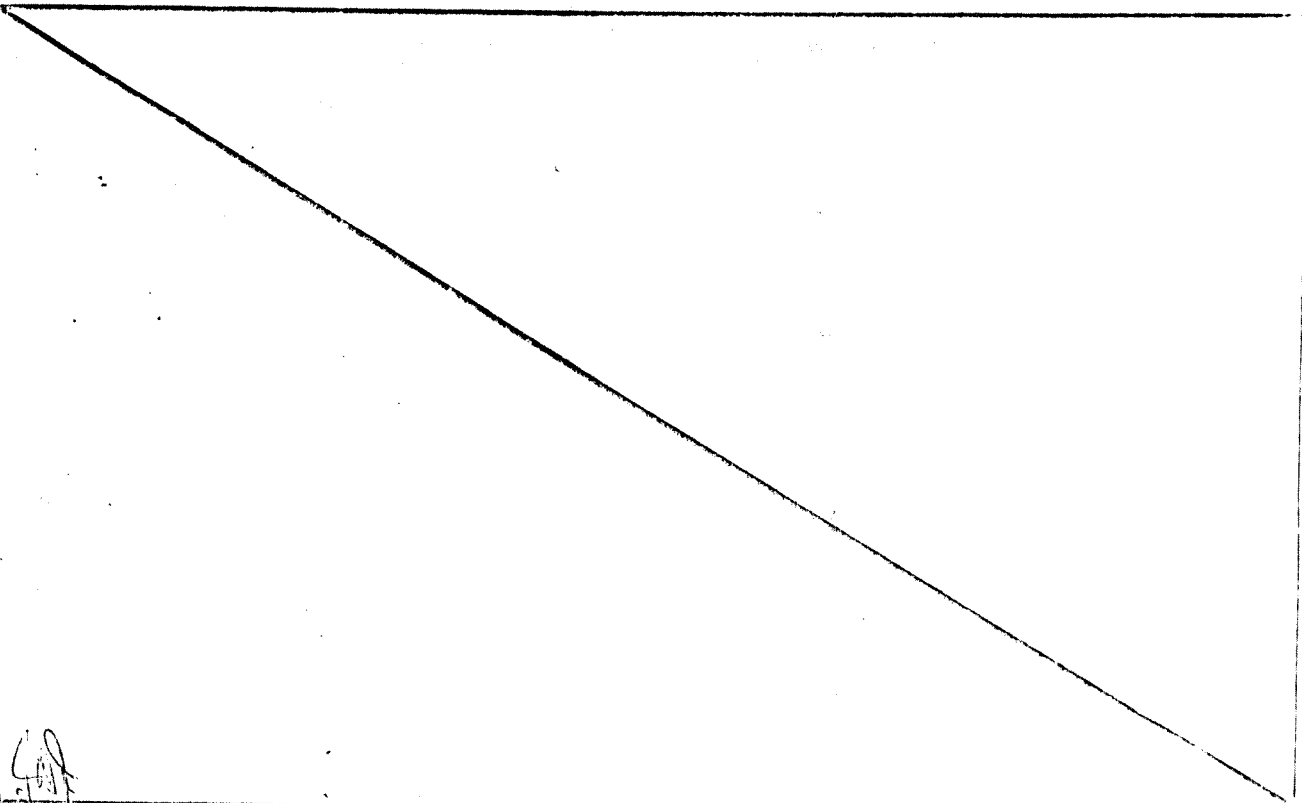
ARTICLE I
RECOGNITION

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.

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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 during which such members are scheduled to be on duty and upon 24 hours notice to the Chief of the Department.

ARTICLE III

COLLECTIVE BARGAINING PROCEDURE

Section 1.

In accordance with the provisions of N.J.S.A. 34:13A-1 et seq. and the amendments and supplements thereto, the following negotiation procedure shall be followed

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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.

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~~Collective bargaining meetings shall be held at times and places mutually convenient to the request of either party.~~

Section 2.

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

Section 3.

be held at the request of either party. Collective bargaining meetings shall. All meetings shall be conducted in the Borough Hall in the Borough of Manasquan, and said meetings shall take place when they occur

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between the hours of 7:30 P.M. and 10:30 P.M. on weekdays and otherwise
10:00 a.m. and 2:00 P.M. on Saturdays unless/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 IV

GRIEVANCE PROCEDURES

Section 1. DEFINITION OF A GRIEVANCE

A grievance is a complaint, pertaining to conditions or relationships between employee and employer. ~~employee and an officer or an employee and another employee regarding employment and violations of contract. Grievance is also concerned with work conditions and safety.~~

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

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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 adjustments provided the person seeking the grievance requests same.

Section 3. PROCEDURE

(A) The Association on behalf of the employee shall appoint a Grievance Committee, which shall include a grievance representative for each group or shift to study all grievances submitted by employees of the Police Department. (B) The

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aggrieved employee shall initiate his complaint through his group or shift grievance representative who shall take up the matter with the aggrieved employee's immediate supervisor in an effort to adjust the grievance satisfactorily. (C) If the grievance is not adjusted satisfactorily or within five (5) days and the Grievance Committee of the Association wishes to proceed further, it may submit such grievance in writing to the Lieutenant of Police within five (5) calendar days of the occurrence or event giving rise to the grievance. Within five (5) days after said presentation, the said Lieutenant or his designated representative shall arrange to and meet with the Grievance Committee of the Association and the employee initiating the grievance for the purpose of adjusting or resolving such grievance. A decision shall be made by the Lieutenant within three (3) days. (D) If the grievance is not adjusted satisfactorily or within three (3) days and the Grievance Committee of the Association wishes to proceed further, it may submit such grievance in writing to the Chief of Police within five (5) calendar days. Within five (5) days after said presentation, the said Chief or his designated representative shall arrange to and meet with the Grievance Committee of the Association and the employee initiating the grievance for the purpose of adjusting or resolving such grievance. A decision shall be made by the Chief within three (3) days. (E) The employee or the Association shall institute the grievance procedure within thirty (30) days in writing of the grievance or same shall be deemed abandoned.

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Section 4.

If the grievance is not resolved to the satisfaction of the Association by the Chief or his designated representative within three (3) days after such meeting, the Association may present such grievance in writing not later than seven (7) days thereafter to the Mayor and Borough Council. Within seven (7) days after such presentation, the Mayor and Council 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 the 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 State Public Employment Relations Commission for non-binding arbitration.

Section 6.

In a dispute involving disciplinary action, the Commission, or the arbitrator so selected shall make recommendations and finding of facts, which are not binding to either party.

Section 7.

The time limits specified in the preceding sections of this Article shall include Saturdays, Sundays and holidays unless the last day of a time limit falls on a Saturday, Sunday

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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. Further, the steps provided for herein may be waived by mutual agreement of the parties.

Section 8.

If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for 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 time limit extensions, such grievance may be processed to the next step.

Section 9.

The Borough shall permit Association members of the Grievance Committee (not exceeding 3), 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.

Section 10.

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.

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ARTICLE V
COMPLAINTS AGAINST EMPLOYEES

Section 1.

Whenever there are any charges or complaints 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 Borough Police Committee. The Borough Police 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 be given the hearing date, nature of the charges, 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 existing 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 during a formal hearing before the Mayor and Council and shall have the right to consult counsel and be represented at any stop of any procedure under the terms of this Article and this Agreement.

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ARTICLE VI

HOLIDAYS

Section 1.

Ten (10) holidays per year shall be recognized for the years 1974 and 1975. Annual holiday pay shall be earned at the rate of one day's holiday pay for each month of service in each year up to a maximum of ten (10) days. Said holidays shall be paid for on or before the first pay day of December. The holiday provision provided for in this Agreement is not intended to waive any rights under any State or Federal law or regulation. Employees may take all or any part of such compensatory time off in lieu of holiday pay. All requests for such compensatory time off shall be made to the Chief of Police at least fourteen (14) days in advance and the request granted or denied within three (3) days of said request. Permission shall be granted at the convenience of the Department and said permission shall not be unreasonably withheld.

ARTICLE VII

VACATIONS

Section 1.

The particular period of year wherein an employee seeks to choose his vacation shall be determined by 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.

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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 a 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 (20) working days.
- (e) Twentieth year through twenty-fourth year.....
twenty-three (23) working days.
- After service
(f) Twenty-four years/and over.....
twenty-eight (28) working days.

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ARTICLE VIII

SALARY

Section 1.

The annual basic salary for each of the classifications shown for the period designated shall be as follows and payable bi-weekly:

SEE SCHEDULE "A" AND ITS TERMS ANNEXED HERETO AND MADE A PART HEREOF.

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Section 2.

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Whenever an employee is assigned in writing under the authority of the Chief of Police 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 Civil Service regulations of the State of New Jersey.

ARTICLE IX

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. Said overtime shall include court time during off-duty hours as well as telephone standby or wherein an officer is placed on call in all matters/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 pay shall be paid at the employee's regular rate or result in extra time off at the option of the employee by written request. All requests for such compensatory time off shall be made to the Chief of Police at least fourteen (14) days in advance and the request granted or denied within three (3) days of said request. Permission shall be granted at the convenience of the Department and said permission shall not be unreasonably withheld.

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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 the 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. (C) Any period of time spent in excess of the minimum set forth in (A) and (B) hereinabove shall result in full payment for the excess overtime 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, 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 irrespective of actual time worked.

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ARTICLE X
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 an 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 or shift.

Section 2.

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

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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 Police Committee.

ARTICLE XI

RETIREMENT AND PENSIONS

Section 1.

The 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 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 of 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.

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ARTICLE XII

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 XIII

BEREAVEMENT PAY

Section 1.

Whenever death occurs in an employee's 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.

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

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ARTICLE XIV

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 31st, 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.

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~~and shall be credited to such accumulated sick leave with pay as may be necessary.~~

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Section 3.

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

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 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

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are to be construed and administered in conjunction therewith and pursuant to the laws of the State.

Section 5.

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

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ARTICLE XV

CLOTHING ALLOWANCE

Section 1.

All employees shall receive a clothing allowance of two hundred (\$200.00) dollars per year commencing January 1, 1974, except that 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 includes 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.

After the proper uniform and equipment is obtained, the clothing allowance may be used for the maintenance of such uniforms or equipment as indicated above, with all bills for same submitted to the Chief of Police semi-annually on June 30th and December 31st.

Section 5.

All regular uniform employees, except Detectives, will purchase Police Department clothing of the type, style and manufacturer as designated by the Chief of Police so as to result in

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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 into the Chief of Police within ten (10) days after receipt of same.

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ARTICLE XVI

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 (\$500,000.00) dollars per occurrence and five hundred thousand (\$500,000.00) dollars 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 Borough expense for any and all legal issues and problems as well as law suits and causes of action related to police work. Further, said necessary legal advice and counsel

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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.

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The employee shall receive fully paid Blue Cross- or the complete equivalent, Blue Shield coverage with Rider J, and a major medical plan, all of which coverage shall include the employees and their dependents. A physical exam shall be supplied once a year for each officer and employee at a time designated in the discretion of the Employer.

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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 Associate 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 as additional salary the sum of Fifteen (\$15.00) Dollars 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 this 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 the 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:

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- (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 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 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 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 a 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 a payment of seventeen hundred and thirty (\$1,730.00) dollars per year, payable bi-weekly.

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(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 a payment of eighteen hundred and eighty (\$1,880.00) dollars per year, payable bi-weekly, or

(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 an additional payment of two thousand (\$2,000.00) dollars per year, payable bi-weekly.

Section 4.

With respect to payment for credits towards Associate Degrees and Bachelors 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

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and between the parties that an employee must receive an Associates Degree or complete four (4) semesters or two (2) years of college/^{as hereinbefore set forth,} within six (6) years following the commencement of the such program at some accredited institution. With respect to a Bachelors Degree,^{as hereinbefore set forth,} it is understood and agreed by and between the parties that subsequent to the acquiring of an Associates Degree or subsequent to having completed two (2) years or four (4) semesters or fifty (50%) per cent of a program leading to a Bachelors Degree,^{as hereinbefore set forth,} the employee shall have an additional six (6) 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 again 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.

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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 completion of said first twelve (12) months, this provision shall be fully applicable to said employee.

ARTICLE XVIII

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.

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ARTICLE XIX

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. Said 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. Said 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 Council who shall make the final decision upon such request.

ARTICLE XX

LONGEVITY

Section 1.

Each employee shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Department in accordance with the following schedule.

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of 10 years.....	\$200.00 per annum payable bi-weekly
Upon completion of 15 years or more service...	\$400.00 per annum payable bi-weekly
Upon completion of 20 years or more service...	\$600.00 per annum payable bi-weekly
Upon completion of 25 years or more service...	\$800.00 per annum payable bi-weekly

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Section 2.

It is understood by and between the parties that as a result of this being a 1974 - 1975 Contract with same only being agreed upon in June and July and August of 1975, that with respect to longevity increments the parties agree that same shall be subject to negotiation for the 1976 Contract.

[Handwritten initials]

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 circumstance 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.

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ARTICLE XXII

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.

ARTICLE XXIII

DURATION

Section 1.

The effective term of this Agreement is from January 1, 1974, up to and including December 31, 1975.

Section 2.

In the absence of written notice given by September 1 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

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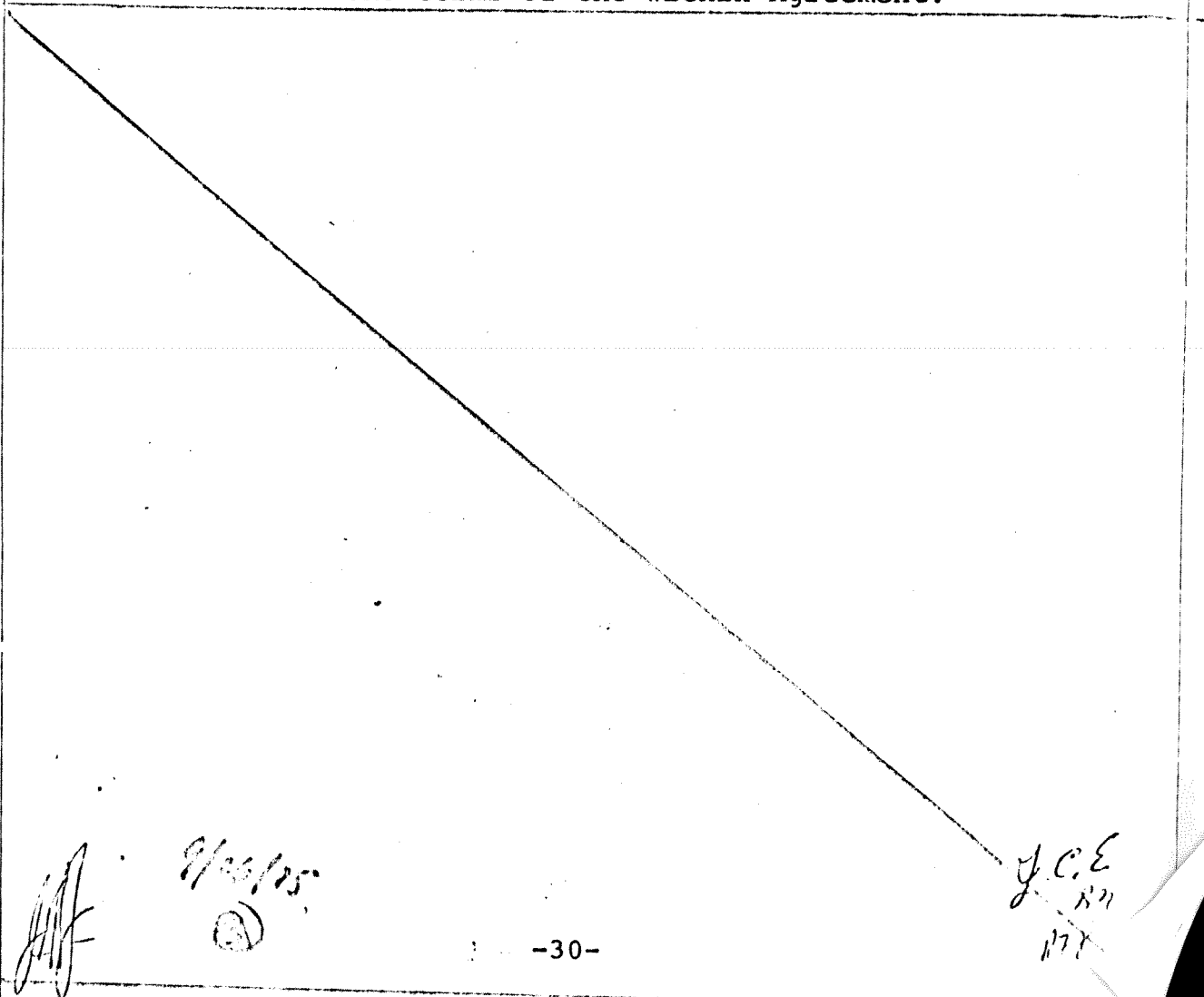
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Agreement may be extended for an additional period from its termination date upon mutual agreement automatically.

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.



[Handwritten signature]

9/8/75
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J.C.E.
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177

IN WITNESS WHEREOF, the parties hereunto caused same to be executed by their respective officers or agents on this 26TH day of September, 1975.

ATTEST:

BOROUGH OF MANASQUAN

Mildred McCalland

By Stuart R. Hancock
Stuart R. Hancock, Mayor

MANASQUAN UNIFORM POLICE
ASSOCIATION

By Raymond F. Johnston
Raymond F. Johnston, Patrolman

By Jack C. Ely
Jack C. Ely, Detective

By Richard L. Nappi
Richard L. Nappi, Patrolman

9/26/75
(3)

J.C.E.
RN
12/27

SCHEDULE "A"

It is intended that Schedule "A" herein set forth shall reflect that the subject contract and Agreement herein has resulted in an eleven (11%) per cent increase for the year 1974 and an eight (8%) per cent increase for the year 1975. It is also understood that there is and shall be no obligation on behalf of the employees or Association to pay back money or reimburse time and days already taken where applicable for the year 1974.

The compensation of each regular patrolman appointed after June 30, 1975, shall be an annual salary of \$9,260.00 payable bi-weekly during the first six (6) months of his employment and \$9,590.00 during the next twelve (12) months of his employment. This limited provision shall not apply in any manner whatsoever to any patrolman or employee appointed or hired prior to June 30, 1975.

All employees, except those referred to in the preceding paragraph, shall be compensated according to the following schedule, which schedule is to be in accordance with the terms of the first paragraph of Schedule "A":

	<u>1974</u>	<u>1975</u>
LIEUTENANT OF POLICE	\$13,405.00	\$14,475.00
SERGEANTS OF POLICE	\$12,655.00	\$13,665.00
REGULAR PATROLMAN WITHIN SIX (6) MONTHS	\$10,280.00	\$11,100.00

JR
[Handwritten initials]

J.C.E.
RJ
RJF

8-28-75
8-8-75

	<u>1974</u>	<u>1975</u>
REGULAR PATROLMAN SIX (6) MONTHS TO EIGHTEEN (18) MONTHS	\$10,645.00	\$11,495.00
REGULAR PATROLMAN EIGHTEEN (18) MONTHS TO THIRTY (30) MONTHS	\$11,340.00	\$12,245.00
REGULAR PATROLMAN THIRTY (30) MONTHS AND OVER	\$11,765.00	\$12,705.00

It is understood and agreed by and between the parties that the effective date of this contract is January 1, 1974. It is further understood and agreed by and between the parties that the salaries herein shall be payable bi-weekly and that in addition to the salaries provided for above any member of the Police Department who is appointed Detective shall receive in addition the sum of three hundred (\$300.00) dollars per year while serving in that capacity regardless of rank.

With respect to the monies to be paid to said employees retroactively under this Agreement, it is agreed that said monies shall be paid as soon as practically possible.

[Handwritten signatures and initials]

J.C.E.
87
8-4-75