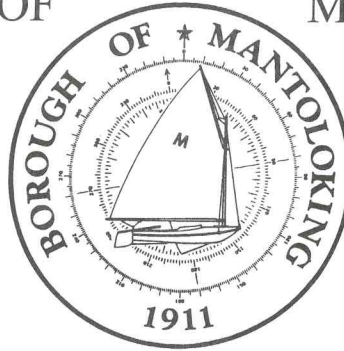


BOROUGH OF

MANTOLOKING

OCEAN COUNTY

NEW JERSEY



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MANTOLOKING, NEW JERSEY 08738-0247

CERTIFICATION

I, Irene H. Ryan, Clerk of the Borough of Mantoloking, declare to the best of my knowledge and belief that the attached documents are true electronic copies of the executed collective negotiations agreements.

Irene H. Ryan
Municipal Clerk

**BOROUGH of MANTOKING
POLICE DEPARTMENT EMPLOYEES**



**BOROUGH of MANTOKING
OCEAN COUNTY, NEW JERSEY**

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**BOROUGH OF MANTOLOKING
OCEAN COUNTY, NEW JERSEY**

and

**BOROUGH OF MANTOLOKING
POLICE DEPARTMENT EMPLOYEES ASSOCIATION**

AGREEMENT

This Agreement, made as of the 1st day of January, 2009 by and between the BOROUGH OF MANTOLOKING, a municipality in the County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") and the BOROUGH OF MANTOLOKING POLICE DEPARTMENT EMPLOYEES, (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and its employees, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment, consistent with the law and established practices not modified by this Agreement:

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Borough recognized by the Borough of Mantoloking Police Department as follows:

ARTICLE I

COLLECTIVE BARGAINING PROCEDURE

A. This Agreement shall set forth the rates of pay, hours of work and all other conditions of employment for all employees of the Borough of Mantoloking Police Department holding the positions of patrol officer, sergeant, or lieutenant.

B. Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment as set forth and made a part of this Agreement shall be conducted by the duly authorized bargaining unit of each of the parties.

C. A copy of the Agreement shall be issued to each employee within three (3) weeks after the completion of negotiation of this Agreement.

ARTICLE II

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, (including Internal Revenue Service determinations) or court decision, causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of this Agreement, policies, rules and regulations or administrative decision affecting an employee, or the Association.

2. No grievance may proceed beyond Step 2 herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 2 herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP 1:

The aggrieved or the Association shall institute action under the provisions herein within TEN (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter

informally. The Chief of Police shall report all grievances to the Governing Body, and no grievance shall be settled where the settlement will affect the interpretation of this Agreement without approval of the Governing Body. Failure to act within said TEN (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP 2:

If no agreement can be reached orally within FIVE (5) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within TEN (10) calendar days thereafter to the Governing Body or its designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Governing Body or its designee will answer the grievance in writing within TWENTY (20) calendar days of receipt of the written grievance.

STEP 3:

If the grievance is not settled through Steps 1 and 2, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

1. The parties shall direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

3. The parties agree that only ONE (1) issue shall be placed before ONE (1) arbitrator at any time. An arbitrator will be permitted to hear multiple issues only upon the mutual agreement of the parties.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE IV

WAGES

A. During the period **January 1, 2009 to December 31, 2012**, each officer will be paid a salary made up of three components:

a. **The annual base wage as set forth below:**

YEAR	2009	2010	2011	2012
1	\$50,091	\$52,094	\$54,178	\$56,345
2	55,531	57,752	60,062	62,465
3	60,971	63,410	65,946	68,584
4	66,413	69,070	71,833	74,706
5	71,601	74,465	77,444	80,541
6	77,296	80,388	83,603	86,947
7	82,734	86,043	89,485	93,065
Sergeant	88,525	92,066	95,749	99,579
Lieutenant	94,722	98,511	102,452	106,550

b. **Longevity pay according to the schedule set forth below:**

YEAR	% of Base	YEAR	% of Base
8	4	17	8
9	4	18	8
10	4	19	8
11	6	20	9
12	6	21	9
13	6	22	9
14	7	23	10
15	7	24	10
16	7	25	10

c. **Holiday pay: 5.4%*** of the total of the base wage and longevity pay in recognition of and representing full compensation for the 14 paid holidays on which police officers, by the 24/7 nature of their profession, may be required to work.

These amounts, when totaled, constitute the annual salary.

*Holiday pay is calculated as follows:

Fourteen (14) paid holidays is 5.4 percent of the traditional 260 day work year
 One hundred twelve (112) hours is 5.4 % of the traditional 2080 hour work year

Note: Notwithstanding any shift configurations and/or variations which may be implemented by the Chief of Police, any and all conversions of annual salary to hourly or daily pay rates shall be based on a traditional 260 day, 2080 hour work year. Specifically, an officer's base hourly rate shall be 1/2080 of the annual salary, including longevity and holiday pay

B. Members of the unit covered by this Agreement shall move to the next level of longevity on the anniversary date of their employment. The longevity percentage shall be applied to the member's base pay.

ARTICLE VI

OVERTIME

A. Each employee shall be paid overtime compensation at the rate of one and one-half (1.5) times his regular base rate of pay (time and one-half) for work performed in excess of FORTY (40) hours in any consecutive one week period.

B. All such overtime is to be authorized by the Chief of Police.

ARTICLE VII

CALL OUT TIME

A. A minimum of FOUR (4) hours will be paid on call out time and at the rate of one and one-half (1/2) times his regular rate of pay when such time is not immediately prior or subsequent to an officer's regularly scheduled shift.

B. When a call out is immediately prior or subsequent to an officer's regularly scheduled shift, the employee shall be paid for the time worked at the rate of one and one-half (1/2) times his regular base rate of pay.

ARTICLE VIII

MUNICIPAL COURT TIME

All employees are subject to attendance at municipal court. It is acknowledged that, from time to time, required court appearances may occur during off duty hours. The sum of FIVE HUNDRED DOLLARS (\$500.00) has been included in the annual base wage of each officer to provide the agreed compensation to the officers for up to TWELVE (12) hours per year of off duty court time.

In the event that an officer shall expend more than TWELVE (12) hours of off duty court time, he shall be compensated at a rate of one and one-half (1 1/2) times the officer's base hourly rate for such excess time.

The members of the department shall, in all events, on a "best efforts" basis, attempt to schedule court appearances during duty hours.

Each employee will be entitled to be compensated for "call-out" time of not less than THREE (3) hours per court session if called to appear in off duty hours.

The excess court time will be aggregated and paid on the first pay day of December of each year.

On officer may elect to request compensatory time off in lieu of payment for excess off duty court time. Grant of such compensatory time shall be subject to the discretion of the Chief.

ARTICLE IX**PRIVATE TRAFFIC DUTY**

A. The Borough shall supervise the employment of any employee for private traffic duty performed within the Borough. Requests for employees to perform traffic control outside the regular course of their duties shall be reviewed and approved by the Chief of Police. Any organization or individual making such a request shall make payment to the Borough. The Borough shall compensate employees at the rate agreed upon in this agreement.

B. Employees who perform private traffic duty shall be paid \$57.00 per hour.

C. Any employee performing private traffic duty pursuant to this policy shall be covered by the Borough's insurance as if he were serving in the regular course of his duties.

ARTICLE X**VACATIONS**

A. Employees will be entitled to vacation in accordance with the following schedule:

YEARS OF SERVICE	HOURS OF VACATION
First year	Four per month of service
Upon completion of 1st full year	54
Upon completion of 2 years*	90
Upon completion of 6 years*	108
Upon completion of 7 years*	126
Upon completion of 8 years*	144
Upon completion of 9 years*	162
Upon completion of 10 years*	180
Upon completion of 16 years*	189
Upon completion of 18 years*	198
Upon completion of 20 years*	207
Upon completion of 22 years*	216
Upon completion of 24 years*	225

ARTICLE XI

HOLIDAYS

A. Each employee shall be allowed fourteen (14) paid holidays (112 hours), annually, without regard to whether or not the holiday shall occur on a scheduled duty day for the employee. Holiday pay will be added to base pay according to Article IV, Section A c of this contract..

B. If an employee shall work on a holiday, he shall receive compensation, straight time, or, at his election, a compensatory day off, without additional pay.

ARTICLE XII

SICK LEAVE

A. Members of the Department shall be entitled to continuance of compensation for up to a maximum of ONE (1) year in the event of duty related illness or injury, in a sum sufficient to provide gross income equal to that which the employee would be receiving in the absence of such illness or injury. The Borough is to receive credit for any such disability income or similar insurance benefits provided by the Borough.

B. Each employee shall be allowed 135 HOURS sick leave annually for each full year of service, accumulative to a maximum of 1800 HOURS. In the event that the employee serves only part of the final year, the sick leave for that year shall be prorated.

ARTICLE XIII**TERMINAL LEAVE**

A. All Members of the Department hired before January 1, 1997, who shall retire under the Police and Fire Retirement System shall be paid for their unused accumulated sick leave pursuant to Article XII, Section B. The maximum amount of sick time which may be accumulated is **1800 HOURS**. All Members of the Department hired after January 1, 1997, shall be paid, upon retirement under the Police and Fire Retirement System, for no more than FIFTY PERCENT (50%) of their unused accumulated sick leave. Payment to any Member of the Department shall be computed upon the employee's base rate of pay at the time of retirement.

B. In order for an employee to be eligible for the benefits enumerated in section A of this Article, the employee must have completed TWENTY (20) years of employment and be eligible for full retirement under the P.F.R.S. or be eligible for disability retirement under the P.F.R.S.

C. An employee terminating this employment for any reason other than retirement under the P.F.R.S. shall not be reimbursed for any unused accrued sick leave.

D. By mutual agreement, terminal leave for any Member shall be paid either in one (1) lump sum upon retirement or over a one (1), two (2) or three (3) year period in annual installments. Employees are required to inform the Chief of Police of the intent to retire not later than November 15th of the year preceding retirement. Failure to so notify may result in a delay of commencement of payment to the year following retirement.

ARTICLE XIV

PERSONAL LEAVE

A. Each employee is entitled to **FORTY (40) HOURS** of personal leave each year without reduction from any other leave time permitted.

B. **Except in the case of personal leave taken for bereavement or illness in the family,** notice must be given to the Chief of Police at least **THREE (3)** days in advance of the requested day.

ARTICLE XV

UNIFORM ALLOWANCE

A. Each employee shall receive a \$400.00 annual uniform allowance, payable on February 15th of each year.

B. In addition to the annual uniform maintenance allowance, the Police Department Budget for uniforms will contain **ONE THOUSAND TWO HUNDRED (\$1,200)** per year, per employee, to be disbursed at the discretion of the Chief. Receipts are required for reimbursement.

ARTICLE XVI

EDUCATION INCENTIVE

A. The Borough will reimburse expenditures paid by the employee, for tuition, college fees, and necessary textbooks upon the successful completion of any college course directly related to police science or part of a regular baccalaureate program in which the employee is enrolled, up to a maximum of \$5,000 per employee, per year.

B. Officers holding college degrees will be compensated as follows:

Associate Degree: \$500 per year

Bachelor's Degree \$1,000 per year

Master's Degree \$1,500 per year

ARTICLE XVII

HOSPITAL AND MEDICAL INSURANCE

A. Borough-approved hospital and medical insurance premiums for full-time employees shall be assumed by the Borough and will include coverages as provided under New Jersey State Health Benefits Program.

B. Alternate coverage, equal to or better than present coverage, may be substituted upon mutual agreement.

C. The Borough shall also provide Five Hundred Dollars (\$500.00) per year, per employee, toward the cost of group dental insurance.

ARTICLE XVIII

ASSISTANCE TO FIRE COMPANY AND FIRST AID SQUAD

If in the regular course of their duties any employees of the department are requested to provide assistance to the Borough's fire company or first aid squad or to a fire company or first aid squad with which the Borough has a mutual aid arrangement, the Borough hereby directs all employees to provide such assistance as may be necessary, as part of the duties performed pursuant to this contract.

ARTICLE XIX

MANAGEMENT RIGHTS

A. The Borough of Mantoloking hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States.

B. All actions which shall be taken against any employee shall be with just cause and according to law.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under Titles 11A and 40A of the New Jersey Statutes or under any other national, state, county or local laws or ordinances.

ARTICLE XX**DEDUCTION OF MEMBERSHIP DUES AND AGENCY SHOP**

A. Upon receipt of written voluntary authorization and assignment of an Employee covered by this Agreement on a form agreed upon between the Borough and the Association, the Borough agrees to deduct membership dues in such amounts as shall be fixed during the full term of this Agreement and other extension or renewal thereof. The Borough shall promptly remit, bi-annually, any and all amounts so deducted with a list of such deductions to the Association.

B. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and to transmit the fee to the majority representative.

C. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following THIRTY (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following SIXTY (60) days of employment.

D. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed EIGHTY-FIVE PERCENT (85%) of the regular membership dues, fees and assessments.

E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Association agrees to indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Borough's complying with the provisions of this Article, provided that: (1) the Borough gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this section, and (2) if the Association so requests, in writing, the Borough will transfer to it the full responsibility of the defense of such claims, suit or other form of liability.

ARTICLE XXI

DURATION

A. This Agreement shall commence as of **January 1, 2009**, and shall expire at 12:00 p.m. on **December 31, 2012**, unless modified by mutual agreement pursuant to sub-article B of this Article.

B. This Agreement shall continue in full force and effect until one party or the other gives notice, in writing, no sooner than ONE HUNDRED FIFTY (150) days, nor later than ONE HUNDRED TWENTY (120) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

ARTICLE XXII

ENTIRE AGREEMENT

This Agreement shall constitute the entire Employment Agreement between the Borough of Mantoloking Police Department Employees Association and the Borough of Mantoloking for the period **January 1, 2009 through December 31, 2012.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Mantoloking, New Jersey, on this 15th day of December, 2008.

ATTEST:

BOROUGH OF MANTOLOKING
OCEAN COUNTY, NEW JERSEY

Irene H. Ryan
Irene H. Ryan, Clerk

BY: George C. Nebel
George C. Nebel, Mayor

WITNESS:

BOROUGH OF MANTOLOKING POLICE
DEPARTMENT EMPLOYEES ASSOCIATION

Irene H. Ryan
Irene H. Ryan, Clerk

BY: SGT John Barcus #28
John Barcus

Eugene Saccone #25
Eugene Saccone

Stacy Ferris #32
Stacy Ferris

Michael Dreher
Michael Dreher

Scott Dryburgh #34
Scott Dryburgh

Jon Meyer #33
Jon Meyer

William Shewan
William Shewan