

AGREEMENT

BETWEEN

BOROUGH OF MANTOLOKING  
OCEAN COUNTY, NEW JERSEY

AND

BOROUGH OF MANTOLOKING  
POLICE DEPARTMENT EMPLOYEES

JANUARY 1, 2006

THROUGH

DECEMBER 31, 2008

O'MALLEY, SURMAN AND MICHELINI  
17 Beaverson Boulevard  
P. O. Box 220  
Brick, New Jersey 08723  
(732) 477-4200

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# **AGREEMENT**

This Agreement, made as of the 1st day of January, 2006, 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. Effective, January 1, 2006, the annual base wage shall be as set forth below.

<b><u>Year</u></b>	<b><u>2006</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>
1	\$ 44,530.00	\$ 46,311.00	\$ 48,164.00
2	\$ 49,367.00	\$ 51,341.00	\$ 53,395.00
3	\$ 54,203.00	\$ 56,372.00	\$ 58,626.00
4	\$ 59,041.00	\$ 61,403.00	\$ 63,859.00
5	\$ 63,652.00	\$ 66,199.00	\$ 68,847.00
6	\$ 68,716.00	\$ 71,465.00	\$ 74,323.00
7	\$ 73,550.00	\$ 76,492.00	\$ 79,552.00
Sergeant	\$ 77,228.00	\$ 80,317.00	\$ 83,529.00
Lieutenant	\$ 81,089.00	\$ 84,333.00	\$ 87,706.00

B. Members of the unit covered by this Agreement shall move to the next salary step on the anniversary of their employment.

**ARTICLE V**

**LONGEVITY**

A. Longevity payments, for Members hired prior to December 31, 1999, will be made according to the schedule below:



		<u>2006</u>	<u>2007</u>	<u>2008</u>
Start of Year	6	4%	4%	4%
	7	4	4	4
	8	4	4	4
	9	4	4	4
	10	4	4	4
	11	4	4	4
	12	6	6	6
	13	6	6	6
	14	6	6	6
	15	6	6	6
	16	6	6	6
	17	6	6	6
	18	8	8	8
	19	8	8	8
	20	8	8	8
	21	8	8	8
	22	8	8	8
	23	8	8	8
	24	9	9	9
	25	9	9	9

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.

C. Longevity payments, for Members hired after December 31, 1999, shall be made as follows:

- (i) 10<sup>th</sup> anniversary of hire to 15<sup>th</sup> anniversary of hire 4%
- (ii) 15<sup>th</sup> anniversary of hire to 20<sup>th</sup> anniversary of hire 6%
- (iii) 20<sup>th</sup> anniversary of hire and thereafter 9%

**ARTICLE VI**

**OVERTIME**

A. Each employee shall be paid overtime compensation at the rate of one and one-half (1/2) times his regular base rate of pay (time and one-half) for the following:

1. Work performed in any consecutive TWENTY-FOUR (24) hour period in excess of the regular working day of EIGHT (8) hours.

2. Work performed on a day during which the employee was not otherwise scheduled to work.

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 during off duty hours.

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

An Officer may elect to request compensatory time off in lieu of payment for excess off duty Court time. Grant of such compensatory leave 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 \$52.00 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**

**PAID DAYS**

Between date of hire and December 31st of first year

1 day for each two months worked to a maximum of 5 days.

Upon completion of 1st full year

6, less any taken during the year.

Upon completion of 2 years\*

10

Upon completion of 6 years\*

12

Upon completion of 7 years\*

14

Upon completion of 8 years\*

16

Upon completion of 9 years\*

18

Upon completion of 10 years\*

20

Upon completion of 16 years\*

21

Upon completion of 18 years\*

22

Upon completion of 20 years\*

23

Upon completion of 22 years*	24
Upon completion of 24 years and over* <sup>1</sup>	25

**ARTICLE XI**

**HOLIDAYS**

A. Each employee shall be allowed fourteen (14) paid holidays, annually, without regard to whether or not the holiday shall occur on a scheduled duty day for the employee.

B. The holidays are:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Easter

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veterans' Day

Thanksgiving Day

Christmas

The day following Christmas.

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\*as of December 31st

C. If an employee shall not work on a holiday, he shall be paid for the day on a straight time basis as complete compensation. If an employee shall work on a holiday, he shall receive compensation, straight time, and, at his election, either an additional sum equal to straight time pay or a compensatory day off, without additional pay. Holiday pay will be aggregated and paid on the second pay day of November of each year.

## **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 FIFTEEN (15) days sick leave annually for each full year of service, accumulative to a maximum of TWO HUNDRED (200) DAYS. 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 TWO HUNDRED (200) DAYS. 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 THREE (3) personal days each year without reduction from any other leave time permitted.

B. 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 NINE HUNDRED DOLLARS (\$900.00) 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 \$3,500.00 per employee, per year.

B. All courses must be approved in advance by the designated Borough Councilman.

**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, 2006, and shall expire at 12:00 a.m. on December 31, 2008, 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 Members of the Police Department and the Borough of Mantoloking for the period January 1, 2006 through December 31, 2008.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Mantoloking, New Jersey, on this 4<sup>th</sup> day of April, 2006

ATTEST:

Irene H. Ryan  
Irene H. Ryan, Clerk

BOROUGH OF MANTOLOKING  
OCEAN COUNTY, NEW JERSEY

BY: William K. Dunbar  
William K. Dunbar, Mayor

WITNESS:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

EMPLOYEES:

[Signature]  
John Barcus  
[Signature]  
Michael Dreher  
[Signature]  
Robert Faucher  
[Signature]  
Eugene Saccone  
[Signature]  
Mark Wright  
[Signature]  
William Shewin/Shewan  
[Signature]  
Jeff Herba  
[Signature]  
Stacy Ferris