

**BOROUGH of MANTOLOKING
POLICE DEPARTMENT EMPLOYEES**



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

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	Collective Bargaining Procedure	2
II	Savings Clause	2
III	Grievance Procedure	2
IV	Wages	4
V	Overtime	7
VI	Call Out Time	7
VII	Municipal Court Time	7
VIII	Private Traffic Duty	8
IX	Vacations	8
X	Holidays	9
XI	Sick Leave	10
XII	Terminal Leave	10
XIII	Personal Leave	11
XIV	Uniform Allowance	11
XV	Education Incentive	12
XVI	Hospital and Medical Insurance	12
XVII	Assistance to Fire Company and First Aid Squad	13
XVIII	Management Rights	13
XIX	Deduction of Membership Dues	13
XX	Survivor/Estate Benefit	14
XXI	Duration	14
XXII	Entire Agreement	15

**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, 2023 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 ASSOCIATION (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 the employees of the Borough recognized by the Borough of Mantoloking Police Department (each, an "Employee" and, collectively, the "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, 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 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 this 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 Borough of Mantoloking Police Department (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 Employee 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 Borough Council of the Borough (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 aggrieved 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 2 shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the Agreement violated, and the remedy requested by the grievant. The Governing Body or its ~~designatee answer~~ 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 (the "State"), 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 beginning on January 1, 2023 and ending on December 31, 2026 , each officer will be paid an annual salary made up of three components.

These components are:

- a. An Annual Base Wage
- b. Longevity Pay, and

c. Holiday Pay

These amounts, when totaled, constitute the annual salary.

a. The annual base wage as set forth below:

YEAR	2023	2024	2025	2026
1	\$ 49,674	\$ 51,412	\$ 53,212	\$ 55,074
2	\$ 54,405	\$ 56,309	\$ 58,280	\$ 60,320
3	\$ 60,192	\$ 62,299	\$ 64,480	\$ 66,736
4	\$ 65,979	\$ 68,288	\$ 70,679	\$ 73,152
5	\$ 71,767	\$ 74,279	\$ 76,878	\$ 79,569
6	\$ 77,554	\$ 80,268	\$ 83,077	\$ 85,985
7	\$ 83,341	\$ 86,258	\$ 89,277	\$ 92,402
8	\$ 89,128	\$ 92,247	\$ 95,476	\$ 98,818
9	\$ 94,916	\$ 98,238	\$ 101,676	\$ 105,235
10	\$ 100,701	\$ 104,226	\$ 107,874	\$ 111,649
11	\$ 106,489	\$ 110,216	\$ 114,074	\$ 118,066
12	\$ 114,814	\$ 118,832	\$ 122,991	\$ 127,296
Sergeant	\$ 122,750	\$ 127,046	\$ 131,493	\$ 136,095
Lieutenant	\$ 131,242	\$ 135,836	\$ 140,590	\$ 145,511

1. All officers shall advance on the twelve (12) step salary guide by moving one step per year on their anniversary date of hire.

2. All personnel hired by the Borough for the position of Patrolman that are certified by the New Jersey Police Training Commission as having successfully completed the Policeman's Basic Training Course and are eligible to be hired as a full time Police Officer in the State shall begin employment on Step Two (2) of the twelve (12) step salary guide.

b. Longevity Pay according to the schedule set forth below ("Longevity Pay"):

Year	% of Annual Base Wage	Year	% of Annual Base Wage
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

Employees employed as of ~~the~~ January 1, 2019 shall move to the next level of Longevity Pay on the anniversary date of their employment. The Longevity percentage shall be applied to the member's base pay. Employees not employed as of ~~the~~ January 1, 2019 shall begin receiving Longevity pay in accordance with the schedule below as of the anniversary date of their employment following completion of Step 12 of the salary guide.

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Longevity pay according to the schedule set forth below:

YEAR	% of Base	YEAR	% of Base
13	4	20	8
14	4	21	8
15	4	22	9
16	6	23	9
17	6	24	10
18	7	25	10
19	7	26	10

c. Holiday pay is computed as follows: 5.4% of the aggregate of the Annual Base Wage plus Longevity Pay. Holiday Pay is paid 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. Holiday Pay is based on fourteen (14) paid holidays, which are 5.4% of the traditional 260-day work year. One hundred twelve (112) hours is 5.4% of the traditional 2,080-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, 2,080 hour work year. Specifically, an officer's base hourly rate shall be 1/2,080 of the aggregate of Annual Base Wage plus Longevity Pay plus Holiday Pay.

ARTICLE V
OVERTIME

- A. An eight (8) hour employee shall be paid overtime compensation at the rate of one and one-half (1.5) times their regular base rate of pay (time and one-half for work performed in excess of forty hours in any consecutive one-week period.
- B. For Officers working a Pitman Schedule, overtime shall be paid for any time worked in excess of an employee's normal twelve (12) hour workday or for any time worked on a scheduled day off from work.
- C. All such overtime is to be authorized by the Chief of Police.

ARTICLE VI
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 (1.5) times the officer's 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, only for the time worked, at the rate of one and one-half (1.5) times the officer's regular base rate of pay.

ARTICLE VII
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 (1.5) 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.

An 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 VIII

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 eighty five dollars (\$85.00) 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 IX

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 X

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 **B** **C** of this Agreement.

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.

C. To clarify time off and pay compensation on holidays, the following options will be practiced by all officers who work or take time off on the fourteen (14) recognized holidays as per this Agreement:

1. If an officer is scheduled to work on a holiday, he/she can take a holiday compensatory day off elsewhere in the schedule.
2. If an officer elects to take a holiday off, he/she will not be charged for any time off.
3. If an officer elects to work on a holiday and is not schedule, he/she can receive a compensatory day off, or, at their election, take straight time pay hours divided by 1.5 for overtime pay.

4. When an officer works for another on a holiday, he/she will fill out a time card and explain whether they want comp time or pay. Officers will log the amount of hours worked on the time card as well.

HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day
Good Friday	Veterans Day
Easter Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day After Christmas Day

ARTICLE XI

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 1,800 hours. In the event that the Employee serves only part of the final year, the sick leave for that year shall be prorated.

ARTICLE XII

TERMINAL LEAVE

A. All members of the Department hired on or after January 1, 1997 but prior to May 21, 2010, shall be paid, upon retirement under PFRS, for no more than fifty percent (50%) of their unused accumulated sick leave. The maximum amount of sick time which may

be accumulated is 1,800 hours. Payment to any Member of the Department shall be computed upon the Employee's base rate of pay at the time of retirement.

- B. All members of the Department hired on or after May 21, 2010 shall be paid, upon retirement under PFRS, for no more than fifty percent (50%) of their unused accumulated sick leave. Payment for employees hired on or after May 21, 2010 shall be capped at \$15,000.00 as required by P.L. 2010, Ch.3 (N.J.S.A. 40A:9-10.4). The maximum amount of sick time which may be accumulated is 1,800 hours. Payment to any Member of the Department shall be computed upon the Employee's base rate of pay at the time of retirement.
- C. In order for an Employee to be eligible for the benefits enumerated in Sections A and B of this Article XII, the Employee must have completed twenty (20) years of employment and be eligible for full retirement under the PFRS or be eligible for disability retirement under the PFRS.
- D. An Employee terminating his employment for any reason other than retirement under the PFRS shall not be reimbursed for any unused accrued sick leave.
- E. 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 XIII

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 XIV

UNIFORM ALLOWANCE

The Borough hereby agrees to include within the Police Department's Budget for uniforms, the sum of One Thousand Two Hundred dollars (\$1,200) per year, per Employee, to be disbursed at the discretion of the Chief of Police. Receipts are required for reimbursement.

ARTICLE XV
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 XVI
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.

D. During the term of this agreement, employees shall continue to pay contributions toward health care premiums as provided in Public Laws 2011, Chapter 78.

E. Should the Borough agree to reduce healthcare costs for either an organized or unorganized employee group or individual employee, the PBA's contract will be opened

and a contractual addendum will be constructed that reduces premium costs for the PBA's members in an equivalent manner.

ARTICLE XVII

ASSISTANCE TO FIRE COMPANY AND FIRST AID SQUAD

If, in the regular course of their duties, any employees of the Department ~~is~~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 Agreement.

ARTICLE XVIII

MANAGEMENT RIGHTS

A. The Borough 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 and of the United States.

B. All actions which shall be taken against any Employee shall be with just cause and according to applicable 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 XIX

DEDUCTION OF MEMBERSHIP DUES

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 shall not deduct the fair share fee from the earnings of those employees who elect not to become members of the Association.

C. 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.

D. 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 XIX, 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 F, 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 XX

SURVIVOR/ESTATE BENEFIT

A. In the event of the death of an employee, the employee's survivors will be paid the employee's vacation leave, compensatory time and salary. The employee's vacation leave will not be prorated. All of the above should be paid to the employee's survivor(s) within thirty (30) to sixty (60) days from the date of death of said employee.

B. In the event of the death of an employee, while on-duty, the Borough will pay the sum of ten thousand dollars (\$10,000.00) towards the funeral and connected expenses to the employee's beneficiary/ies or estate, regardless of the amounts for such expenses received from other sources.

ARTICLE XXI

DURATION

A. This Agreement shall commence as of **January 1, 2023**, and shall expire at

12:00 a.m. on December 31, 2026, unless modified by mutual agreement pursuant to Section B of this Article XX.

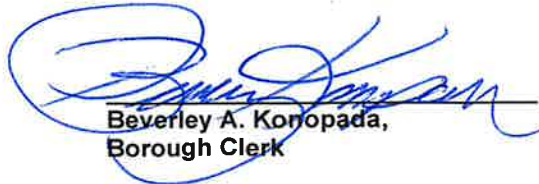
B. This Agreement shall continue in full force and effect until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than one hundred twenty (120) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement shall constitute the entire employment agreement between the Association and the Borough for the period **January 1, 2023 through December 31, 2026**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the
Borough of Mantoloking, New Jersey, on this 17th day of April, 2023.

ATTEST:


Beverley A. Konopada,
Borough Clerk

BOROUGH OF MANTOLOKING, IN THE
COUNTY OF OCEAN, NEW JERSEY


E. LAURENCE WHITE, MAYOR

WITNESS:



BOROUGH OF MANTOLOKING POLICE
DEPARTMENT
PBA LOCAL #347

 #36
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