

**COLLECTIVE NEGOTIATIONS
AGREEMENT**

BETWEEN

**THE TOWNSHIP OF MANALAPAN
MONMOUTH COUNTY, NJ**

AND

P.B.A. LOCAL NO. 229

JANUARY 1, 2016 -- DECEMBER 31, 2019

**METS SCHIRO MCGOVERN & PARIS, LLP
555 US HIGHWAY ONE SOUTH
SUITE 320
ISELIN, NJ 08830
732-636-0040
www.msmlaborlaw.com
PBA 229 ATTORNEYS**

**MCLAUGHLIN STAUFFER &
SHAKLEE P.C.
4814 OUTLOOK DRIVE
SUITE 112 I
WALL TWP., NJ 07753
732-751-2800
www.wall-lawyers.com
TOWNSHIP ATTORNEYS**

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A – WORK SCHEDULE

B – FAMILY LEAVE POLICY

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D -- SALARIES

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

**ARTICLE 1
PREAMBLE**

THIS AGREEMENT is made and entered into by and between the Township of Manalapan, a Municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as "Township" and the Manalapan Policemen's Benevolent Association, Local No. 229, hereinafter referred to as "Association," and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Township and Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the State and Federal Law may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of employees created by existing New Jersey Law, and

WHEREAS, it is understood and agreed that this Agreement shall, in no way, be interpreted to reduce or limit any employee rights, and such rights created and protected by the Laws of New Jersey, specifically, but not limited to N.J.S.A. 40A:14-118 through and inclusive of 40A:14-176 are to be binding upon the parties, and

WHEREAS, it is understood and agreed that if there is an inconsistency between the terms of this Agreement and the Laws of New Jersey or the United States then in that event the parties shall meet and negotiate in an attempt to resolve such inconsistency for their mutual benefit.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:



**ARTICLE II
TERMS AND RENEWAL**

A. This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect through December 31, 2019. This Agreement shall continue in full force and effect during negotiations of a new Agreement unless both parties agree to the change, modification or termination of any provision.

B. The parties agree to enter into collective bargaining negotiations for a successor agreement in accordance with State law and in good faith shall try to reach an agreement on all matters concerning the terms and conditions of employment which are legally negotiable. Either party to this contract may contact the other after September 1 of the final year of the agreement to request a meeting to commence contract negotiations and such negotiations shall commence immediately thereafter.

C. During negotiations, facts, opinions, proposals and counterproposals will be exchanged freely by the parties. If requested by the Association, the Township shall furnish the Association representatives with detailed information concerning the financial resources of the Township and, if available, the actual or proposed line item for police officers' salaries in the itemized budget. If such figures are not available prior to the date(s) on which negotiations are held, they shall be provided as soon as possible thereafter.

D. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

E. In all negotiation sessions at least one person with authority to represent each party shall be present and either party may bring to the negotiation sessions other representatives including, but not limited to, their respective attorneys, negotiation representatives, and/or the Township Administrator.



ARTICLE III RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all police officers excluding superior officers.

B. This Agreement shall govern all wages, hours, and other conditions of employment hereinafter set forth.

C. The Township shall permit members of the Association Negotiating Committee to attend mutually scheduled collective bargaining meetings during working hours without loss of pay and the Township shall also permit members of the Association Negotiating Committee upon at least 24 hours notice to the Police Chief, Captains, or their designee, to attend unilateral meetings with its attorney or any officially designated representative during duty hours without loss of pay. The Association shall upon request of the Township submit the names of those persons serving on the Association Negotiating Committee such committee not to exceed five persons and with no more than two persons from any one shift or bureau.

D. Representatives of the Association shall be permitted to transact official Association business on Township property at all reasonable times, provided that it shall not interfere with or interrupt normal Township operations.

E. In accordance with the basic practice, the Township shall grant the President and State Delegate of the Association or the person acting as his legal representative such reasonable time as is necessary to conduct his responsibilities to the Association and there shall be no loss of pay if such reasonable time is required to be spent during his regular tour or work week.

F. Convention Committee: The Township agrees to grant the necessary time off without loss of pay to the President of the Association and no more than two other members of the Association selected as delegates to attend any conventions of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 40A:14-177 and other State Statutes. The Association shall provide the Township with the names of those persons attending such convention at least 10 days in advance and no more than 3 members shall be from the same shift or bureau.



**ARTICLE IV
SAVINGS CLAUSE**

A. If any provision of this Agreement shall at anytime be declared invalid by Legislative Act, any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, to the extent possible to retain the original intentions of the parties.

B. Except as herein modified all terms and conditions of employment in effect at the time of the signing of this Agreement shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of this negotiations resulting in this Agreement.

C. Any benefits provided to the Police Department by any ordinances and resolutions except as specifically modified herein shall remain in full force and effect during the Agreement and shall be incorporated as if set forth herein at length.



**ARTICLE V
NON-DISCRIMINATION**

The "Township" and the "Association" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age with regard to employment, opportunity for advancement, or continuation of employment. The "Township" further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the "Association" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Association" as the appropriate bargaining unit.



**ARTICLE VI
MANAGEMENT RIGHTS**

A. It is the right of the "Township", in accordance with the requirements of State law and N.J.S.A. 40A:14-118 to determine the standards of service to be offered by its agencies and to determine the standards of service of selection for employment, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or any other legitimate reason, maintain the agency of its operation, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classification, schedule the hours, take all necessary action to perform its obligation in emergencies, and exert complete control and have discretion over its organization and the technology required for performance.

B. Nothing in this Article shall alter or relieve the Township of any of its obligations contained in this Agreement.



**ARTICLE VII
EMPLOYEE RIGHTS**

A. Management shall utilize only the work schedule in effect on May 1, 2008 (see attachment "A" Work Schedule) for the duration of this Agreement. Any officer affected by a work schedule change shall be given seven (7) calendar days' notice of said change.

B. No officer's assigned schedule shall be altered to reduce work hours for the purpose of reducing or avoiding the payment of overtime compensation.

C. No permanent non-probationary officer shall be disciplined without just cause.

D. Rights of Employees in Non-Criminal Matters. The wide ranging powers and duties given to the Department and its members involve them in much contact in many relationships with the public from which arise questions concerning the actions of members of the police department. In an effort to insure that any investigations arising out of such contact are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a police officer concerning non-criminal matters shall be, in so far as practical, when the officer is on duty.

2. Prior to such interrogation the officer shall be informed of the nature of the investigation, if the informant or complainant is anonymous, and if the officer is being interrogated solely as a witness. The officer shall be apprised of all non-confidential information concerning any allegation.

3. The interrogation shall be conducted for a reasonable length of time.

4. The interrogation of the officer shall not be recorded without his knowledge.

5. Prior to any interrogation by any investigating police officer or any other Township Official in a non-criminal matter which would probably lead to charges being brought against the employee, the employee may, if he so desires, notify the Association of such interrogation, and request the presence of a member of the Executive Board of the Association or his designee, provided the Executive Board Member is able to appear within a reasonable time.



**ARTICLE VIII
ACCESS TO PERSONNEL FILE**

The Township agrees to permit each officer a reasonable opportunity for full inspection and examination without restriction, of his personnel file any time between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, subject to the Police Chief or his designee being present. The inspection shall take place in a private place provided by the Township and the officer may, at his option have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file, the cost of copying to be borne by the employee.

All policies and procedures that apply to an officer's personnel file shall apply to the computerized guardian tracking system, including the policies and procedures that govern written reprimands.



**ARTICLE IX
LEGAL EXPENSES**

A. The Township shall be responsible for and pay for necessary and reasonable expenses of an officer for legal advice and representation in the defense of any civil, criminal and quasi-criminal charges arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, provided such charges are not initiated by the Township. It is understood that the officer shall have the right to choose his own counsel (except when officer is covered under an insurance policy) and that the counsel shall be paid a reasonable fee for his legal services at a rate not to exceed the rate paid to the Township attorney at that time, except as set forth in Paragraph C below. If the charges against an officer in any criminal proceeding or in a complaint of the municipality shall not be dismissed or finally determined in the favor of the member or officer, then the Township shall have no obligation to pay any attorney fees.

B. For the purposes of this Section "resolved in the favor of the officer" shall mean dismissal, no bill or finding of not guilty by a trier of fact, and shall not include a conditional discharge or plea arrangement. In the event that the officer is admitted to a pretrial intervention program, the Township shall only be obligated to pay reasonable attorneys' fees in accordance with N.J.S.A. 40A:14-155 if the Township has not instituted a collateral disciplinary hearing against the affected officer regarding the incidents subsumed in the pretrial intervention agreement. Said disciplinary proceedings shall be instituted no later than as provided for in N.J.S.A. 40A:14-147.

C. The Township shall not be obligated to pay in excess of \$600 for attorney's fees for any single municipal court appearance by any attorney on behalf of an officer. The Township shall pay for all reasonable legal expenses within three months of the submission of a voucher provided that in a criminal matter there has been a final determination as set forth in above. This section is in addition to all of the rights of employees set forth in N.J.S.A. 40:14-155.



**ARTICLE X
PENSIONS**

The Township shall continue to provide pension and retirement benefits of officers covered by this Agreement pursuant to provisions of the statutes of the State of New Jersey.



**ARTICLE XI
HEALTH COVERAGE**

A. The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program ("SHBP") for all officers and their dependents, as defined by the insurance carrier, at the beginning of employment after not less than ninety (90) continuous days of service or as soon thereafter as possible under the provisions of the plan.

Coverage shall be extended to the entire family of the employee, including spouse, domestic partner and all unmarried and un-emancipated children whether naturally born or adopted and any step children who have not yet attained the age of 26 years and are actually members of the employee's immediate household. If applicable law changes and the SHBP is no longer available to age 26, the maximum age provided by law shall govern. Under the provisions of State Law Chapter 375, P.L. 2005 certain over age children may be eligible for coverage until the age of thirty. Employees are solely responsible for the payment of over age children that are eligible for this coverage.

B. The Township shall provide to the officers of the department who retire with fifteen (15) years of service or more to the Township or through a disability retirement, coverage in the SHBP subject to the provisions of N.J.S.A. Chapter 48.

C. The Township agrees to compensate anyone declining healthcare coverage twenty-five percent (25%) of the cost savings or \$5,000, whichever is less. If an employee opts out and receives benefits through the SHBP, he/she shall not be eligible for the opt-out payment.

D. The parties agree, without prejudice to any of their pre-existing legal rights, including the right of interest arbitration, to engage in coalition bargaining among the Township and all the Township negotiation representatives concerning amendments to existing health care and dental insurance plans.

E. Upon a retired bargaining unit member's death, his/her spouse/domestic partner, and/or dependent child(ren) will receive coverage as if the employee were still living, subject to any legally mandated premium contribution.

1. If the deceased bargaining unit member's spouse/domestic partner remarries, their individual coverage will cease. The deceased bargaining unit member's dependent child(ren), will be entitled to receive insurance coverage at levels not less than those presently in effect at the time of the deceased bargaining unit member's retirement, along with a drug prescription plan in effect at the time of the deceased bargaining unit member's retirement, as though the deceased bargaining unit member were still living. This coverage will be provided to the deceased bargaining unit member's dependent child(ren), subject to any legally mandated premium contribution, until such age that state and federal law allows. The dependent children will continue to receive coverage as previously stipulated if the deceased bargaining unit member's spouse/domestic partner dies.

2. If an off duty death results for an active bargaining unit member, who has completed fifteen (15) years of service with the Township, that is not as a direct result of the bargaining



unit member committing a criminal act or suicide, the Township agrees to reimburse the spouse/domestic partner, and/or dependent child(ren) for the cost of COBRA coverage for eighteen (18) months from the date of eligibility. Such reimbursement shall continue for the dependent children should the deceased member's spouse/domestic partner remarry or die.

3. The Township may audit any current or retired bargaining unit members or their spouse/family if they are receiving Township medical benefits or waivers.



**ARTICLE XII
DENTAL PLAN**

A. Group dental plan presently being provided, or its equivalent, shall remain in effect throughout the duration in terms of this Agreement.

B. Employees who retire can continue in the employee's dental plan being granted by the Township. All costs for these continued dental benefits will be borne by the retired employee. The Township will bill the employee quarterly for these payments. Failure to make quarterly payments on a timely basis will result in the employee losing this benefit continuation.

C. The Township shall have the right to change carriers or self-insure so long as benefits are equivalent.

D. The Township shall notify the Association fifteen (15) work days prior to awarding dental insurance contracts so as to afford the PBA the opportunity to review and evaluate policies.



**ARTICLE XIII
SICK LEAVE**

A. Sick leave is paid leave that may be granted to each full time officer who is unable through sickness or injury to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

B. Sick leave with pay shall be applicable to all full time officers, pursuant to revised general ordinances of the Township of Manalapan. Probationary employees are entitled to accumulate sick leave on a pro rata basis.

C. Within the first year of service, an officer shall receive one (1) working day of sick leave with pay for each month of service from the date of his regular appointment up to and including December 31st, following such date of appointment.

D. After the first year of employment, each officer shall have fifteen (15) days of sick leave with pay for each calendar year thereafter.

E. Sick leave not taken shall accumulate to the officer's credit from year to year and the officer shall be entitled to such accumulative sick leave with pay if and when needed.

F. All absences due to illness or disability shall be reported as soon as possible, by or for the officer, to the supervisor.

G. In all cases of reported illnesses or disability the Township reserves the right to send a visiting nurse or the Township medical officer to investigate the report. The Township reserves the right to have any officer reported or reporting as ill or disabled to be examined by a physician designated by the Township. The Township may require an officer who has been off duty for a period in excess of four (4) consecutive work days to furnish the Township with a physician's certificate that the officer is physically fit and able to resume his duties and the Township shall also have the right to have such officer examined by a physician of its own choice to determine whether or not the officer is able to resume his duties and employment.

H. Sick time shall not be used for routine medical services that are readily available during non-working hours.

I. An officer who is certified as absent on account of a disability or accident caused in the usual course of his employment and while on duty shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to officers suffering job disability or accident.

J. When an absence due to illness does not exceed three (3) days, normally the officer's statement of the cause will be accepted without a supporting statement from his attending physician. The Township, however, reserves the right to have the officer examined by the Township medical officer before his return to duty.



K. No officer, while on sick leave from the Township, shall be otherwise employed or engaged in any outside work or employment whatsoever.

L. The Township shall grant to any member of this Unit a paid leave of absence not to exceed 52 weeks who shall become ill or injured or disabled from any cause provided that the examining physician appointed by the Township shall certify to such illness, injury or disability consistent with the specifications of Title 40A: 14-137. To be eligible for this benefit, an officer must first exhaust all of his accumulated sick time.

The above Section shall be utilized in the following manner and equation:

Completion of three years consecutive service in	
Manalapan Police Department	10 weeks paid leave
4 years of service.....	20 weeks paid leave
6 years of service.....	30 weeks paid leave
8 years of service.....	40 weeks paid leave
10 years of service.....	50 weeks paid leave
more than 10 years.....	52 weeks paid leave

This clause shall only be applicable for serious injuries and illnesses.

The above provision shall only apply in instances where there are more than seven (7) consecutive days of absences in issue.

The Association and the Township shall develop a joint form which shall be used when Section L benefits shall be sought. The form shall include name of the officer, dates of issue, number of years of experience in the department, name of attending physician, and reasons for medical leave and verification by the Township.

M. Family Medical Leave

All officers covered by this Agreement are entitled to Family Medical Leave. (Policy is Attachment B.

N. All officers who retire from the Township with twenty-five years of service in the Police and Firemen's Retirement System ("PFRS") shall receive one day's pay for every two days of accumulated sick time. This benefit shall be capped at a maximum of \$12,000 for each eligible officer. Officers retiring on an ordinary or accidental disability will be entitled to this benefit as well.

O. Accumulated sick leave up to five (5) days per year may be used by an employee for illness in the immediate family, which requires attendance upon an ill family member. The term "immediate family" for the purpose of this Section shall mean and refer only to the employee's spouse, domestic partner, dependent child or dependent parent.

P. In order to care for an FMLA eligible family member, officers shall utilize their family sick days (up to 5 per year), vacation days and personal days



**ARTICLE XIV
PERSONAL DAYS**

A. Each officer covered by this Agreement shall receive three (3) personal days off per calendar year. Requests to use personal days shall be conveyed orally or in writing to the shift leader and/or the Chief of Police.

B. Upon retirement or resignation that is effective between January 1st and June 30th, two (2) personal days shall be available in accordance with the provisions of this Article. For retirement or resignation effective on or after July 1st, the full allotment of personal days shall be available in accordance with the provisions of this Article.



**ARTICLE XV
VACATIONS AND LEAVES OF ABSENCE**

A. Annual vacation leave with pay shall be earned as of the anniversary date of the officer's appointment, and shall be granted based on the officer's years in the PFRS. For employees hired on or after July 1, 2017, vacation accrual shall be based on years of service with the Township.

B. Each officer who has had the time of continuous employment set forth below shall be entitled to the working time shown as a vacation with pay at his regular compensation rate:

1. During the first year of service - 1 working day vacation for each month of service, provided that the officer has had a minimum of 6 months satisfactory service.

- | | |
|--|----------------------------|
| 2. After 1 year and up to 5 years of service | 12 working days' vacation. |
| 3. After 5 years and up to 10 years | 15 working days' vacation |
| 4. After 10 years, and up to 15 years of service | 18 working days' vacation |
| 5. After 15 years, and up to 20 years of service | 20 working days' vacation. |
| 6. Over 20 years of service | 25 working days' vacation. |

C. Vacation leaves shall be calculated at the beginning of the calendar year prorated in accordance with the officer's anniversary date. If at the time of separation from service the officer has used vacation days for which said officer has not completed an entire year's service, the excess days taken shall be deducted from the officer's last paycheck. Retiring police officers shall be granted their full vacation allowance January 1 of the year of retirement.

D. Vacation Requests

1. Requests for vacation should be submitted in writing to the Chief of Police, or his designee, on or before March 15, and written approval of such vacation requests shall be transmitted to the officer on or before April 15. If a conflict should arise with respect to the scheduling of vacation periods among the officers who have submitted their request prior to March 15, such conflicts shall be resolved on the basis of seniority and consent of the Chief of Police.

2. When an officer has a vacation day that is approved to occur before March 15th and a senior officer subsequently requests the same shift off, fourteen (14) calendar days' notice shall be given to bump the junior officer. If the senior officer makes this request within 14 days of the scheduled shift, the junior officer shall not be bumped.

3. Requests for vacation submitted in writing subsequent to March 15 and through August 1, shall be granted, assuming no conflict with prior scheduled vacations, and the date of



submission rather than seniority shall control scheduling. Written approval or denial of these requests shall be provided to the officer within fourteen (14) calendar days.

4. Requests for vacation subsequent to August 1 shall receive such approval as the Chief of Police, within his sole discretion, determines. Written approval or denial of these requests shall be provided to the officer within fourteen (14) calendar days. No more than six (6) vacation days may be carried over to the succeeding calendar year and any vacation days due an employee over the number of six, and not taken during the calendar year in which they were earned, shall be lost. If, in any calendar year, an officer's vacation request, or any part thereof, is not granted after having been submitted in writing by August 1, then, in that event, the officer's vacation days remaining over the number six shall also accumulate and be carried over to the succeeding calendar year. All vacation requests shall be submitted at least 30 days prior to the requested vacation period, but the Chief of Police has discretion to waive this requirement.

5. Officers may request vacation time in half-day increments, in accordance with all of the provisions of this article. The Chief of Police, or his designee, reserves the right to rescind vacation time that was previously approved for the second half of the work day on the day itself, in the event the officer's continued presence is required to sufficiently maintain the daily operations of the Police Department.

6. In instances when an officer does not have an option to take a day off through the use of vacation time, personal days, or compensatory time, that officer may request to switch shifts with another officer. Such requests shall be made to and shall require the approval of the officer's immediate supervisor or higher ranking officer before being granted. A switching of a shift shall only be permitted when the assigned shift of the officer making the request is scheduled to operate on a day with minimum manpower or during a lockout day, as designated by the Chief of Police. The Chief and the Association representatives shall meet to negotiate the specifics of the switch policy.

E. If an officer should die without utilizing vacation and compensatory time to which he/she would have been fully entitled, his/her beneficiary shall receive their monetary value.

**ARTICLE XVI
BEREAVEMENT LEAVE**

A. Bereavement Leave

If an employee's spouse, domestic partner or child dies, the employee shall be granted time off without loss of pay from the date of death, not to exceed five (5) consecutive working days from the day of death. An additional five (5) days of sick leave may be used for bereavement leave in the event of the death of an employee's spouse, domestic partner or child.

B. If an employee's other immediate family member dies, the employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed five (5) consecutive working days. The term immediate family shall include parent, brother, sister, and corresponding in-law relationships, as well as grandchild.

C. If an employee's grandparent dies an employee shall be granted time off without loss of pay from the date of death, such leave shall not exceed three (3) consecutive days.

D. If an employee's aunt, uncle, niece or nephew dies an employee shall be entitled to one (1) day bereavement with pay.

E. All requests for leave pursuant to this section must be granted upon approval of the employees Department Head.

F. The Township may require verification of death.

G. Other leaves of absence without pay may be granted by the Township for good reason and such leave of absence shall not be unreasonable denied.



**ARTICLE XVII
HOLIDAY PAY**

A. Officers shall be paid for the holidays listed below. Payment shall henceforth be included in the officer's base salary.

B. The total number of paid holidays will be twelve (12). These holidays are as follows:

- | | |
|------------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| Presidents Day | Good Friday or Yom Kippur |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Veteran's Day | Thanksgiving |
| Day after Thanksgiving | Christmas Day |



**ARTICLE XVIII
OVERTIME PAY**

A. Definition

1. All overtime as herein defined shall be all hours worked other than the officer's regularly scheduled shift.
2. Overtime shall be compensated at the rate equal to one and one half (1 1/2) the officer's regular rate of pay.
3. Overtime shall be paid either as compensatory time or cash at the option of the affected officer. The decision will be made when the overtime is earned.
4. All overtime in excess of 100 compensatory hours shall be paid as cash pursuant to Section 2 above.
 - a. In addition to the compensatory time bank, effective July 1, 2017, each officer shall be credited with up to 60-hours per calendar year of training compensatory time (training bank), for the reasons specified below, which must be used as time off. The training bank compensatory time must be used by December 31 of each year except that 10 hours may be carried over. Carried over training bank time must be used within the first quarter of the year. Any training bank compensatory time in excess of 10 hours in the bank as of November 1 of each year is to be scheduled by Administration.
 - b. Employees shall receive training bank compensatory time (not cash) for bi-annual firearms qualifications, bi-annual rifle qualification, Active Shooter, Self Defense, CPR/First Aid training, National Night Out, the Explorers Program and any training mandated by the County, State and/or Federal Government and any additional training agreed to between the Chief and the PBA. The time shall be credited upon completion of the training or the activity. This compensatory time shall be issued in minimum blocks of 5.0 hours at time and one half. In addition, in service instructors shall receive comp time for their instructional time.
5. Compensatory time shall be used only upon the request of the officer and with the approval of the Chief of Police.
6. Compensatory time and overtime shall be computed at the same rate- one and one half (1 1/2).
7. In no case shall any officer exceed one hundred hours of compensatory time during the duration of this agreement.
8. If there is a call back to duty during a period when the officer is not scheduled to work, said officer shall receive a minimum of five (5) hours compensated time regardless whether or not said officer shall work the entire five (5) hour period. If an officer must return to work a second



time within this same five (5) hour compensatory period, he/she shall not be entitled to an additional five (5) hour minimum call out payment; rather the second time period shall toll with the initial period and any additional time shall be added thereto.

9. All requests for compensatory time and personal days shall be submitted to the Chief of Police, or his designee at least 48 hours prior to the time requested. The Chief of Police, or officer in charge, will have the discretion to permit exceptions to this paragraph.

10. An officer may be requested to attend a staff meeting scheduled by the Chief or Deputy Chief despite being on off-duty status. Should the officer be on off-duty status, he will receive a minimum of two (2) hours of compensation time, paid at the rate equal to one and one half the officers regular rate of pay, with no call back.

B. Outside Court Time

1. If any officer should be required to appear before any Grand Jury, Municipal Court (other than Manalapan) County Court, State Superior Court, State Court, Federal Court, in any matter, caused by their employment with the Township, that is not during the officer's regular assigned shift, he shall receive time and one half (1 1/2) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

2. Whenever Officers are subpoenaed to testify in civil actions, and these proceedings are not initiated by the officers themselves against the Township, Officers shall receive time and one half (1 1/2) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

3. The Court time guarantee for the midnight shift (2130 hours to 0730 hours) shall be four (4) hours at time and one-half for any appearance set forth in subsection 1 of this Section. Such unit members shall also revert to the 2130 hours starting time.



**ARTICLE XIX
LONGEVITY**

A. In addition to the compensation provided in other Articles in this Agreement an officer who is subject to this shall also receive longevity payments, which shall commence on the first day of the month following the anniversary date of hiring as follows:

LENGTH OF SERVICE

- After (5) years.....2% Longevity Pay
- After (10) years.....5% Longevity Pay
- After (15) years.....8% Longevity Pay
- After (20) years.....10% Longevity Pay

LENGTH OF SERVICE FOR OFFICERS HIRED AFTER 1/1/2000

- After (5) years.....\$1,200 Longevity Pay
- After (10) years.....\$3,000 Longevity Pay
- After (15) years.....\$5,000 Longevity Pay
- After (20) years.....\$6,250 Longevity Pay

1. Effective January 1, 2018, each Longevity step for employees hired after January 1, 2000, but prior to January 1, 2018, shall be increased by \$500.00.
2. Effective January 1, 2019, each Longevity step for employees hired after January 1, 2000 but prior to January 1, 2018 shall be increased by an additional \$500.00.
3. All employees hired on or after 1/1/18, shall receive the following Longevity:

Commencement of 16 years	\$3,000.00
Commencement of 21 years	\$5,000.00
Commencement of 26 years	\$6,250.00

B. Officers hired with prior employment on a bona fide law enforcement agency shall be entitled to longevity for such time if there is no break in service of more than one (1) year.

C. Effective July 1, 2017, Longevity eligibility shall be on the 1st of the employee's anniversary month if hired on or before the 15th of the month and on the 1st day of the following month if hired from the 16th through the last day of the month.



**ARTICLE XX
COLLEGE INCENTIVE PROGRAM**

A. It is of utmost importance that officers avail themselves of continuing education to enhance their abilities. Officers shall be permitted to take no more than four (4) college courses in a single calendar year. For college level courses, the Township will reimburse the officer for one hundred percent (100%) of the costs of tuition, books and fees in the following manner;

1. Prior to enrolling for any course for which the officer shall seek reimbursement, the officer must receive advance approval for the reimbursement the officer must receive advance approval from the Chief of Police or his designee in writing.
2. The maximum reimbursement for per credit tuition charges and fees shall be the average per credit tuition charges and fees for four-year State Colleges (e.g. The College of New Jersey, Kean, Stockton, Etc.). An officer may take college level courses at any institution of his choosing, but the maximum tuition and fees reimbursement shall be limited as set forth herein.
3. The Township shall reimburse an officer for one hundred percent (100%) of the costs of books necessary for said college level courses.
4. The officer shall supply the Township with a receipt of tuition fees and books.
5. The officer shall provide a transcript for each course to the Township.
6. Upon completion of a course if the officer has received a passing grade, then the Township shall reimburse the officer as set forth above.
7. Any officer hired on or after July 1, 2017 shall not be eligible for the tuition reimbursement program.

B. All officers shall be authorized educational leave with full pay for a maximum of 100 hours annually to attend college classes for such courses. The officer must make an effort to schedule courses in such a way as to minimize the need for such paid leave.

C. An employee with three years' of experience on the Township Police Department is entitled to an educational bonus \$1500.00 for obtaining a Master's Degree. The education bonus will be part of base salary but not be subject to compounding. Employees qualifying for the first time shall be eligible for such payment at the time of certification of proof of qualification.



ARTICLE XXI
SHIFT SUPERVISOR DIFFERENTIAL

Any officer who serves as shift supervisor shall have his regular rate of pay plus twelve percent (12%) increase per hour of assignment in his normal hourly rate of pay for the shift so assigned.



**ARTICLE XXII
ACCRUAL OF BENEFITS**

Officers who terminate service with the Township will be paid accumulated vacation and clothing allowance on the last day of employment, pro-rated to the date of termination. This pro-rated payment will be in addition to, and exclusive of, any other earnings due the officer on the date of termination. The above listed days and benefits are calculated in recognition of the regular work week established pursuant to the terms herein set forth in this Agreement at the officer's straight rate of pay. The officer must give the Township two (2) weeks' notice prior to termination. In the event that termination of the officer's service is instituted by the Township, the two (2) week rule will not apply.



**ARTICLE XXIII
IN-SERVICE TRAINING**

The cost of all police training courses and seminars authorized by the Chief of Police shall be borne by the Township and seniority shall be a factor in the selection of officers for in-service training, seminars and workshops.



**ARTICLE XXIV
MUTUAL AID**

A. Officers while rendering aid to another community, at the discretion of their superiors, are fully covered by workmen's compensation and liability insurance and pension as provided by State Law.

B. The Township shall not require officers covered by this Agreement to work in other communities whose officers are engaged in a job action, that is, the officers covered by this Agreement shall not be required to engage in strike breaking activities. This will not preclude the use of personnel of the Township to assist another community when so requested by such community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Township shall not be required to violate any applicable statutes or court decisions.



**ARTICLE XXV
AUTOMOBILE USE**

Employees who use their own cars for travel authorized and scheduled by the Chief of Police shall be compensated for mileage at the rate as set by the Internal Revenue Service, and for all necessary tolls and parking fees with a receipt. All distances will be computed from Headquarters.



**ARTICLE XXVI
OFFICER FACILITIES AND EQUIPMENT**

A. All officers, where applicable, shall be provided with that equipment necessary for high performance.

B. Any equipment lost or damaged in the course of duty shall be repaired or replaced by the Township. The Township shall not be responsible for equipment lost or damaged through normal wear or by deliberate action.

C. Any mandatory change in equipment shall be paid for by the Township.



**ARTICLE XXVII
CLOTHING ALLOWANCE**

A. Uniforms that are damaged in the line of duty and which require immediate replacement shall be replaced after inspection by the Chief of Police. The replacement of such damaged uniform may be made by such officer using the Township's normal purchasing procedures.

B. Any clothing damaged in the line of duty shall be paid for by the Township. In the event there is a mandatory change in uniforms, in part or in whole, the cost of change shall be directly borne by the Township.

C. The clothing allowance to each officer except for probationary officers will be the sum of one thousand dollars (\$1,000.00). Effective January 1, 2017, the uniform allowance shall be paid in the first pay period in December of each calendar year. Probationary officers shall be given half of the allowance for maintenance on a monthly pro-rated basis.

D. It shall be understood that officers shall purchase and maintain their own bullet proof vest from their uniform allowance.



**ARTICLE XXVIII
FUNERAL EXPENSES**

The Township shall contribute \$10,000 as payment to defray the costs of a funeral and other related expenses if an officer dies in the line of duty or from injuries sustained in the line of duty.



**ARTICLE XXIX
BULLETIN BOARDS**

The Township shall permit the Association to have its own bulletin board located in the Police Headquarters for the posting of notices concerning Association business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized officer of the Association.



**ARTICLE XXX
SALARIES**

A. The salaries of police officers employed by the Township are set forth in Attachment D, which incorporates the following increases:

- | | | |
|----|--|---|
| 1. | Effective and retroactive to January 1, 2016 | 1.75% to top base pay & Senior (Steps 9-21) |
| 2. | Effective and retroactive to January 1, 2017 | 1.75% to top base pay & Senior (Steps 9-21) |
| 3. | Effective January 1, 2018 | 1.75% to top base pay & Senior (Steps 9-21) |
| 4. | Effective January 1, 2019 | 1.75% to top base pay & Senior (Steps 9-21) |

5. Effective and retroactive to January 1, 2016, Officer Schank shall be placed on Step 10 of Attachment D. All other Officers shall be placed on Attachment D at a step that corresponds to their current step plus raises, where applicable.

B. With the exception of the Academy step, Effective July 1, 2017, each step movement will occur on the 1st of the employee's anniversary month if hired on or before the 15th of the month and on the 1st day of the following month if hired from the 16th through the last day of the month. Step progression shall continue to be paid to employees even if the parties have not settled and approved a successor contract as of this Agreement's "expiration" date.

1. The Academy step applies while the officer is in Police Training Academy only. Upon graduation from the Academy the officer shall move to Step 1 of the salary schedule. The anniversary date for the advancement to Step 2 will be calculated as one year from the attainment of Step 1. For Step 3 and on, the officers original date of hire will be used for obtaining each subsequent step thereafter.

2. When an officer is hired with a Class II certification, said officer shall start the Academy step within the salary guide. After completing the necessary hours required to obtain a Class "A" certification, the officer will immediately move to Step 1 within the salary guide, even if it is before the formal Police Academy graduation. The officer will move to step 2 within the salary guide on his original date of hire and continue his step increases on his original date of hire.

3. Step 1 is the entry-level step for all police transferees to the Department regardless of the number of years of prior service and entry-level step for all "alternate route" officers.

C. Senior patrolman step takes effect after an officer has completed fifteen (15) years of service in the Police and Fire Retirement System. This step would take effect at the start of the



sixteenth year of the officer. For employees hired on or after July 1, 2017, eligibility for senior patrol step shall be based on years of service to the Township.

D. Effective and retroactive to January 1, 2016, Detectives and Traffic Officers, for the period of the assignment (except as provided below) shall receive a base pay increase of \$2,000.00 payable in the regular payroll cycles of the Township and shall be used in calculating all pay rates of such officers and shall be pensionable. However, such amount shall not be subject to compounding. Detectives who have accumulated 8 years of aggregate service as of January 1, 2017, and thereafter in the assignment shall continue to receive the base pay increase if they are removed absent proven disciplinary cause or if the employee voluntarily vacates the assignment. The detective's salary is in recognition of the additional duties performed by the detective and is not intended, nor is it recognized, that this amount shall be considered a promotion by the Department.

E. Field Training Officers: Effective January 1, 2016, Officers functioning as field training officers shall receive the following additional payments while they are training new officers:

- Phase I Training Officers: 1.5 hours of pay (straight time) per shift
- Mentoring Phase Officers: 1.5 hours of pay (straight time) per shift.

F. K-9 Officers: See Attachment C. In addition, K-9 handlers shall have the right of first refusal to purchase their K-9 partners for \$1.00 when the K-9 partner is decommissioned.



**ARTICLE XXXI
GRIEVANCE PROCEDURE**

A. It is the policy of the Township that every officer at all times shall be treated fairly, courteously and with respect. Conversely, each officer is expected to accord the same treatment to his associates, supervisors and to the public.

B. For purposes of this Article, a "business day" is defined as a day that the Township Administration Department is open and operating under full day or half day hours.

C. A grievance shall be a claim by a member or the PBA based on interpretation, application or violation of this Agreement, policies or administrative decision or practice affecting a member or group of officers.

1. A grievance shall be presented within fourteen (14) business days after the occurrence of the cause for such grievance or within fourteen (14) business days after the grievant has knowledge of the cause of the grievance, if such knowledge did not arise at the occurrence of the cause of the grievance.

2. Any officer or group of officers presenting a grievance pursuant to this section shall have the right to have a representative of the Association and/or any attorney present at all steps of the grievance procedure.

3. All written grievances shall be submitted in duplicate. The grievance shall be stated as completely and as clearly as possible in order to permit prompt handling. However, the omitting of any part of the grievance shall not be deemed a waiver of that grievance.

a. STEP 1. A grievance shall first be presented in writing to the Operation Officer with a copy to the Shift Leader. It is the responsibility of the Operations Officer to attempt to arrange a mutually satisfactory settlement of the grievance.

b. STEP 2. If the grievant(s) is not satisfied with the disposition of the grievance in Step 1, or if no solution has been agreed to within five (5) business days after the grievance was presented, the grievant may within an additional five (5) business days present the grievance in writing to the Chief of Police or his designee.

i. Within seven (7) business days of such grievance being presented to the Chief of Police or his designee, the Chief of Police or Acting Police Chief, grievant and his representatives shall meet with the grievant's supervisor to discuss the issues. The grievant (s) and the designated Association representative shall suffer no loss in pay or benefits for the time lost from scheduled work in order to attend a grievance meeting held pursuant to this Agreement.

ii. The Chief of Police shall render a written decision within seven (7) business days of the meeting held pursuant to Step 2 or within fourteen (14) business days after the grievance was presented to the Chief of Police.



c. STEP 3. If the grievant (s) is not satisfied with the disposition of the grievance in Step 2, or if no solution has been agreed to within the time limits contained in Step 2, then the grievant may within an additional seven (7) business days present the grievance in writing to the Township Administrator.

i. Within ten (10) business days of receipt of such grievance, the Township Administrator shall meet with the grievant (s) and the grievant's designated Association representative and/or his attorney and the grievant's supervisor to discuss the issues. The grievant (s) and the designated Association representative shall suffer no loss in pay or benefits for time lost from scheduled work in order to attend a grievance meeting held pursuant to Step 3.

ii. The Township Administrator shall render a written decision within ten (10) business days of the meeting held pursuant to Step 3.

d. STEP 4. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if there is no timely decision, then the grievant shall petition the Association and request this matter be brought to Arbitration. If the Association determines the matter is meritorious, it shall file for Arbitration pursuant to PERC rules and regulations within thirty (30) business days of the receipt of the decision under Step 3, or within thirty (30) business days of the expiration of the time for making a timely decision under Step 3, unless otherwise extended by written consent of the parties.

The arbitrator shall be bound by the collective negotiations agreement between the parties and past practice. The cost of arbitration shall be borne by the losing party and the decision of the arbitrator shall be binding on the parties.

4. The grievant (s), the designated Association representative and witnesses subject to this Agreement shall suffer no loss of pay or benefits for time lost from scheduled work in order to appear at an arbitration held pursuant to Step 4.

5. Nothing herein shall prevent both parties from mutually agreeing to extend or contract the time limits provided for processing the grievances at any step in the grievance procedure.



**ARTICLE XXXII
AGENCY SHOP BILL**

Any member of the Township Police Department not wishing to belong to the Association shall have deducted from his wages the sum equal to eighty-five percent (85%) of the Association dues and which sum shall be remitted monthly to the Association directly by the Township Treasurer. Such payment shall represent a legal deduction for each affected officer's wages. This Article shall not include superior officers.



**ARTICLE XXXIII
PBA RIGHTS**

A. The President of the Association shall be granted release time to conduct Association business and conduct grievance investigation for which he shall suffer no loss in pay. In addition the President of the Association shall be advised by the department of the findings of any internal investigation involving a member of the Association by the department which results in discipline as well as copy of any disciplinary charges on a member of the department filed by either a member of the community or the department administration.

B. Any member of the Association unit shall be advised by the department of any complaint filed or made by any member of the Township Committee, Department of Administration or any person regarding his performance as a police officer.

C. All complaints shall be promptly brought to the officer's attention as soon as they are received. The Association President shall receive copy of said complaint.

D. All officers shall be advised of any hearing regarding their continuation of employment or discipline on any matter which could arise which could affect his employment with the Township.

E. The officer shall be advised of the matter and have Association representation at these meetings to advise him/her of their rights.



**ARTICLE XXXIV
ASSIGNMENT OF BADGE NUMBERS**

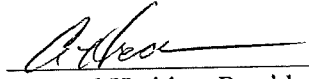
When multiple, new officers have the same effective start date, as voted upon and approved by the Township Committee, badge numbers for the new officers are to be assigned by the Chief of Police, at his sole discretion. The assignment of badge numbers establishes seniority within the Police Department. As such, the Chief should consider past experience in the law enforcement field, including but not limited to time in the PFRS, along with test scores from the police academy, when making this decision.

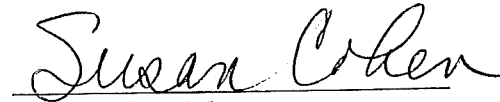



IN WITNESS WHEREOF, the parties hereto have signed this Agreement through their duly authorized officials on the date first above written.

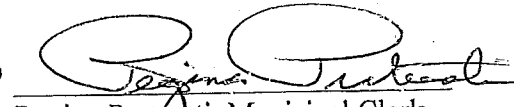
P.B.A. LOCAL NO. 229

TOWNSHIP OF MANALAPAN


Edward Hedden, President


Susan Cohen, Mayor


PBA Witness


Regina Preteroti, Municipal Clerk

Date: 7/6/17

Date: 07-06-17

ATTACHEMENT A
WORK SCHEDULE

JULY 2008

6/24/08

ATROLS

DAY SHIFT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
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R = 0700 - 1700

S = 0700 - 1530

SWING SHIFT

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R = 1400 - 2400

S = 1500 - 2330

MIDNIGHTS

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DETECTIVES

JULY

3/25/2008

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ALL

AUGUST

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ALL

TRAFFIC 2008

JULY

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700-1700

AUGUST

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU
A			B	A	A	A	A			B	A	A	A	A			B	A	A	A	A			A	A	A	A	A		
				B	B	B	B			B	B	B	B	B			B	B	B	B	B			B	B	B	B			

700-1700

(Handwritten initials)

(Handwritten initials)
2017

ATTACHEMENT B
FAMILY LEAVE POLICY

ATTACHEMENT C
K-9 AGREEMENT

SIDEBAR AGREEMENT
REGARDING COMPENSATION OF K-9 OFFICERS
Between the TOWNSHIP OF MANALAPAN
Monmouth County, New Jersey

And

MANALAPAN TOWNSHIP PBA, LOCAL #229

WHEREAS, The Township intends to revive a K-9 Unit, which has not existed within the Police Department for some time; and

WHEREAS, provisions for compensation of K-9 officers are found on page 45 of the Agreement between the Township and PBA Local 229 for the period January 1, 2012 through December 31, 2015; and

WHEREAS, both the Township and PBA Local 229, wish to make clear the understanding regarding compensation and to verify that the agreement regarding same is reasonable and has taken into account all pertinent factors.

NOW, THEREFORE, BE IT AGREED by the Township and PBA Local 229:

1. Based upon years of experience with having a K-9 Unit, and knowing the time and effort needed to be performed by K-9 officers, and other factors, the parties verify and ratify that the agreement regarding compensation found in the PBA Agreement is reasonable, fair and adequate and has taken into account all pertinent facts regarding care, supervision, training, etc., for K-9 officers.
2. That compensation is as follows:
Officers functioning as K-9 officers are entitled to one hour per shift for maintenance time to care for the K-9's.

3. In arriving at this agreement, the parties are aware of the provisions, and have considered same, of the Federal Fair Labor Standards Act, and of 29 CFR, Section 785.23.
4. In arriving at this agreement, the parties have specifically taken into account the following duties associated with being a K-9 officer: grooming of dogs, walking of dogs, bathing of dogs, feeding of dogs, taking dogs to the veterinarian, administering of medication to the dogs, exercising the dogs before and after shift, keeping police vehicles clean in light of transporting the dogs, keeping homes clean as it relates to the dogs, insect prevention inside homes, conducting physical inspection of dogs, cleaning of dog waste from yard, sanitizing and disinfecting yards, maintaining fences in yards, insuring dogs' teeth are healthy, providing flea and parasite control, providing on-going training, and the need for taking the dogs on vacation with the officers.
5. As the parties have asserted and verified that the compensation is reasonable for such time for the care of the dogs for the above activities, and any and all related activities, the parties agree that it is not necessary for Township and/or Department officials to inspect or visit the K-9 officers' homes in regard to the K-9 Unit.

IN WITNESS whereof the parties hereto have set their hands and seals on the dates indicated.

Tara L. Lovick

For the Township

Dated: 7-6-17

[Signature]

For the PBA

Dated: 7/6/17

* ARTICLE XXX



Officer

Dated:

Officer

Dated:

Officer

Dated:

ATTACHEMENT D
SALARIES

PBA Gulda					
2016-2019					
BA .		1.75%	1.75%	1.75%	1.75%
Year	2015	2016	2017	2018	2019
Academy	37,104	37,104	37,104	37,104	37,104
1	47,370	47,370	47,370	47,370	47,370
2	54,426	54,426	54,426	54,426	54,426
3	61,482	61,482	61,482	61,482	61,482
4	68,538	68,538	68,538	68,538	68,538
5	75,595	75,595	75,595	75,595	75,595
6	82,651	82,651	82,651	82,651	82,651
7	89,707	89,707	89,707	89,707	89,707
8	96,763	96,763	96,763	96,763	96,763
9	104,183	106,006	107,861	109,749	111,669
10	104,686	106,467	108,330	110,226	112,155
11	104,792	106,626	108,492	110,390	112,322
12	104,792	106,626	108,492	110,390	112,322
13	104,792	106,626	108,492	110,390	112,322
14	104,792	106,626	108,492	110,390	112,322
15	104,792	106,626	108,492	110,390	112,322
16	113,341	115,324	117,343	119,396	121,486
17	113,341	115,324	117,343	119,396	121,486
18	113,341	115,324	117,343	119,396	121,486
19	113,341	115,324	117,343	119,396	121,486
20	113,341	115,324	117,343	119,396	121,486
21	113,453	115,438	117,459	119,514	121,606

 2017