

**AGREEMENT BETWEEN**

**THE TOWNSHIP OF MANALAPAN  
MONMOUTH COUNTY, NEW JERSEY**

**AND**

**SUPERIOR OFFICERS ASSOCIATION**

**JANUARY 1, 2020 THROUGH DECEMBER 31, 2024**

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- ARTICLE I -

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 Superior Officers Association, 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 the 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 New Jersey Civil Service Act and rules and other state and federal law may have applications 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 the Agreement may enlarge upon and expand the rights of the 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 any inconsistency between the terms of this Agreement and the law of New Jersey or the United States, then in that event the parties shall meet and negotiate in an attempt to resolve such inconsistencies for their mutual benefit.

NOW, THEREFORE, in consideration of the mutual promises and mutual covenants herein contained, the parties agree as set forth herein:

- ARTICLE II -

RECOGNITION AND UNION BUSINESS

A. The Township hereby recognizes the Superior Officers Association as the exclusive collective negotiation's agent for Sergeants, Lieutenants, and Captains.

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, Deputy Chief or designee to attend unilateral meetings with its attorney or an official designated representative during duty hours without loss of pay. The Association shall upon request of the Township submit to it the names of those persons serving in the Association Negotiating Committee, such committee not to exceed three (3) persons.

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 basic practice, the Township shall grant the President or the person acting as his legal representative such reasonable time as is necessary to conduct his responsibilities to the Superior Officers 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, except as set forth below.

F. The President of the Superior Officers Association or his designee shall be excused from his work assignment, without loss of pay or compensation from the Township, and shall be granted a reasonable amount of time to handle Superior Officers Association/Management business, provided however, that prior to the need of such release time for Superior Officers Association/Management business, the President or his designee shall notify his immediate supervisor or, in his absence, the Chief of Police.

G. The Employer shall permit the Grievance Committee to conduct the business of the Committee which consists of conferring with the employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without the loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said business shall not diminish the effectiveness of the Police Department nor require overtime to maintain the effectiveness of the Police Department.

H. The Township will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the Superior Officers Association for posting notices concerning Superior Officers Association business and activities.

I. The Township agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in *Janus v. AFSCME*, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an Employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible designee for the Township within ten (10) days following each anniversary date of his/her employment. Once the Township designee receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

J. The Township agrees to grant the necessary time off without loss of pay to the President of the Association and no more than two members of the Association to attend seminars, conferences, ceremonies and events (events). The Association shall provide the Chief of Police the names of those persons attending such events and no more than 3 members shall be from the same shift or bureau. No such leaves will result in overtime being paid and the need for overtime for any such leave will be grounds for its denial. No member may attend more than three (3) events per year. The total number of days of events per year shall not exceed five (5). The Association shall notify the Chief of Police or his/her designee 10 days in advance of such events.

- ARTICLE III -

TERMS AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2020, and shall remain in effect through December 31, 2024. 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 Statute 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 party after July 1, 2024, requesting a meeting to begin contract negotiations for the next contract period and such meeting shall be held within 30 days from date of request.

C. 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.

D. 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 representative, and/or the Township Administrator.

E. Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following:

1. The hours, dates, and location for the parties to meet and negotiate;
2. The limitation on caucus time, if any;
3. The procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s), or portions thereof;
4. The number of persons permitted in and at the negotiations;
5. The procedure for cancellation or delays of negotiations by either party;
6. A clear statement as to whether or not either or both parties must have the Agreement ratified prior to final agreement.

F. The members of the Superior Officers Association Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty with full pay. This Committee will designate one member as the principal spokesman during negotiations who will be delegated sufficient authority to bargain effectively. It is agreed by the

Association that no more than one (1) member of the Committee will be released from each division, so that such release time will not diminish the effectiveness of the Police Department. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled starting time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties. Negotiation Committee members may request additional time from their supervisor.

G. Not more than one (1) alternate representative of the Superior Officers Association shall participate in collective negotiation meetings.

H. The Superior Officers Association Negotiating Committee will be responsible for distributing copies of the executed contract to all Superior Officers Association members.



- ARTICLE IV -

EMPLOYEE RIGHTS

The wide ranging powers and duties given to the department and its members involve them in much contact and many relationships with the public from which arises questions concerning the actions of the members of the Police Department. In an effort to ensure 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 insofar as practical when the officer is on duty.

2. Prior to such investigation, 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. This 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. The officer shall not be threatened with transfer, dismissal, or any other disciplinary action, nor may promises of any nature be made as an inducement to answering questions.

Nothing herein shall be construed to prevent the investigating officer from informing the employee of the possible consequences of his acts.

6. 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.

7. No officer shall be disciplined without just cause. Any minor disciplinary action against an officer shall be subject to the grievance procedure contained herein. Specifically excluded from the grievance procedure are suspensions of over five (5) days and/or dismissals.

8. The changing of a schedule for the purpose of attending a police training class does not reduce the work hours and is not done for the purpose of avoiding overtime compensation.



- 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 representative of the "Association" as the appropriate bargaining unit.

- ARTICLE VI -

ACCESS TO PERSONNEL FILE

The Township agrees to permit each officer a reasonable opportunity for full inspection and examination without a restriction of his personnel file anytime between or during normal working hours, Monday through Friday, subject to the Chief of Police or his designee being present. The Township will also have the opportunity to have administrative representation during inspection.

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 the statements, writings, or information contained in his personnel file. The cost of copying to be borne by the employee.

- ARTICLE VII -

LEGAL EXPENSES

1. The Township shall be responsible for or pay the 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 his employment, providing such charges are not initiated by the Township. It is understood that the officer shall have the right to choose counsel of his own choice (except when the officer is covered under an insurance policy) and that the counsel shall be paid a reasonable fee for his legal services at an hourly rate not to exceed the rate paid to the Township attorney at that time. If criminal charges against an officer are resolved in favor of the officer, then the Township shall have an obligation to pay any reasonable attorney's fees. "Resolved in favor of the officer" shall mean a dismissal, no bill or finding of not guilty by a trier of fact, but shall not include a conditional discharge or pre-trial intervention. The Township shall pay for the above legal expenses within three (3) months of submission of a voucher provided that in a criminal matter there has been a final determination. This section is in addition to all of the rights of employees set forth in N.J.S.A. 40A:14-155.

2. 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 submission of a voucher provided that in a criminal matter there has been a final determination as set forth in Paragraph 1 above.

- ARTICLE VIII -

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time 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.

- ARTICLE IX -

SICK LEAVE

A. Sick leave is paid leave granted to each full-time officer who is unable through sickness or injury to perform the duties of his/her position, or who is quarantined by a physician because he/she is exposed to some contagious disease according to the terms of this Article.

B. Sick leave with pay shall be applicable only to permanent officers and pursuant to revised code of the Township of Manalapan, 1984.

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

D. Sick leave not taken shall accumulate to the officer's credit from year to year, and he shall be entitled to such accumulated sick leave with pay when needed.

E. 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.

F. 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 as 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 the 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 SOA and Township shall develop a joint form which shall be used when Section F benefits shall be sought. The form shall include the name of the officer, date of issue, number of years experience in the Department, name of attending physician, and reasons for medical leave and verification by the Township.

G. When a leave of absence without pay is granted to an employee for sickness or injury, not job related, computation of seniority will be based on the employee's time in the Police and Firemen's Retirement System (PFRS). Said leave shall be subject to the terms and conditions established by the Township Committee.

H. Parties all agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

I. In the event that there is a difference of opinion between the employee's physician and the physician appointed by the Township, a third physician agreed upon by both parties will be consulted, and his word will be binding. The cost of this third physician will be borne by the Township.

J. An officer who uses paid sick leave and who simultaneously receives disability or employer-provided third-party salary replacement payments, excluding Workers' Compensation payments, shall turn over such payments to the Township.

K. For absences due to a job related illness or injury as determined by the State's Workers Compensation Program, the Township shall agree to pay 100% for the first year of the officers salary. Any subsequent time off due to the same job related illness or injury after one year will be paid at 85% of the officers' salary. Any new job related injury or illness not related to any previous job related injury or illness will be handled at the initial first year of 100% compensation with 85% compensation for any succeeding time off thereafter. The employee shall not be charged any sick leave time for the time lost due to the aforesaid job related injury, illness, or disability. The township agrees to continue without interruption the full payment to the officer's pension and medical insurance during the entire duration of the officers' absence from duty due to a workers compensation illness or injury.

L. All officers who retire from the police department with twenty-five years of service in the Police and Fire Retirement System 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.

M. 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 the 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.

N. Except in the case of any emergency or extenuating circumstance, when reporting absence due to illness, officers shall give at least four (4) to six (6) hours notice prior the start of the evening shift and midnight shift. A minimum of two (2) to four (4) hours notice shall be given for the day shift.

O. The smallest unit of sick time allowed will be for half shift blocks only.

P. Family Medical Leave

All officers in this Union are entitled to Family Medical Leave. This policy is attached as exhibit A to this contract document.

- ARTICLE X -

OVERTIME PAY

A. Definition of Overtime

All overtime as herein defined shall be all hours worked other than the officer's regularly scheduled shift.

B. Overtime will be authorized by the Chief of Police or his designees on a case by case basis. No Sergeant or Lieutenant will cross from one division, bureau or unit to another to cover any overtime shift without the approval of the Chief of Police or his designee. Notwithstanding the provision of this paragraph, the parties acknowledge that the PBA contract requires payment of a police officer in the absence of a Sergeant or Lieutenant. Such payment shall not constitute a violation of this agreement.

C. Overtime shall be compensated at the rate equal to one and one half the officers regular rate of pay. 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.

D. Compensatory time shall be used only upon request of the officer and with the approval of the Chief of Police. In no case shall any officer exceed one hundred (100) hours of compensatory time during the duration of this contract. All overtime in excess of 100 compensatory hours shall be paid in cash pursuant to Section C above.

E. None of the above shall preclude the Chief of Police from having the discretion to convert time normally considered to be "paid overtime" to compensatory time on a one to one basis if there is not sufficient funds in the overtime budget.

F. Officers who should be required to appear before any Grand Jury, Municipal Court, County Court, State Court, Superior Court, State Supreme Court, Federal Court, or any matter, caused by their employment with the Township, that is not during the officer's regularly assigned shift, will be compensated at a call back status for court appearances, as defined in section G of this Article.

G. In the event 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 call back 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 hereto.

If an officer is called in to work less than two (2) hours before the scheduled start time of his/her shift, the officer shall not receive the minimum call out payment; rather, he/she shall be compensated at the overtime rate for each hour worked.

H. An officer will be required to attend staff meetings 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 two hour minimum, paid at the rate equal to one and one half the officers regular rate of pay with no call back.

I. An officer will be required to attend department operational meetings scheduled by the Chief or Deputy Chief despite being on off duty status. Should the officer be off duty status, he/she will receive a two-hour minimum, paid at the rate equal to one and one half the officer's regular rate of pay. The call back provisions of section G shall not apply.

J. In addition to the Compensatory time bank, each officer shall be credited with up to 60 hours per calendar year of training compensatory time (training bank), for the reasons specified below in Section K, 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.

K. Employees shall receive training bank compensatory time (not cash) for bi-annual firearms qualification, bi-annual rifle qualification, Active Shooter, Self Defense, CPR/First Aid Training, Honor Guard details, the explorers Program and any training mandated by the County, State and/or Federal Government and any additional training agreed to between the Chief of Police and the SOA. 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 training bank compensatory time and/or switch their day for their instructional time.

- ARTICLE XI -

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 XII -

PERSONAL DAYS

A. Each full-time officer covered by this Agreement shall receive three (3) days off during each year of this Agreement. Request for such personal days shall be conveyed in writing, or orally with written confirmation only in extenuating circumstances, to the Chief of Police or his designee. Except in cases of emergencies, requests for a personal day shall be submitted at least twenty-four (24) hours before the day requested as a personal day.

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

- ARTICLE XIII -

HEALTH COVERAGE

A. The Township shall continue to provide enrollment in the Public Employees Health Benefits Program of New Jersey for all officers and their families, 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.

B. The Township shall provide to the officers of the department who retire, and or through disability retirement, lifetime retiree medical coverage for the member, spouse/domestic partner, and or dependant children in the New Jersey Public Employee Health Benefits Program subject to the provisions of Chapter 88 N.J.S.A. The Township based on Chapter 88, will also reimburse the member, spouse/domestic partner for Medicare Part B contributions once the member, spouse/domestic partner reach the required age for coverage under Medicare, at which time the Health Benefits Program will become a secondary health care coverage to Medicare. The member, their spouse/domestic partner, and or dependant children will be entitled to receive the following:

1. Pension Tier 1 Member, who completed twenty (20) years of service prior to June 28, 2011 in the Police & Fireman Retirement System, shall receive at no cost to them, insurance coverage at levels not less than those presently in effect at the time of their retirement, along with a drug prescription plan at no cost to them, presently in effect at the time of their retirement, as though the member were still employed by the Township.

2. Pension Tier 1, 2, or 3 Members who did not complete twenty (20) years of service prior to June 28, 2011 in the Police & Fireman Retirement System, shall receive insurance coverage at levels not less than those presently in effect at the time of their retirement, along with a drug prescription plan, presently in effect at the time of the member's retirement, as though the member were still employed by the township; unless a change and increase is required through State Law or by action of the State Health Benefits Program, or other applicable carrier, not in the control of the Township. Cost to the employee shall be as follows in B2 below, or, in B3, as applicable:

For any member (Pension Tier 1, 2 or 3) who did not complete twenty (20) years of service prior to June 28, 2011 in the Police & Firemen's Retirement System, and who was appointed to a position covered and recognized as in the SOA prior to or on December 31, 2021, pursuant to Section 77 of P.L. 2011, Chapter 78 (codified at NJSA 52:14-17.28e), to the extent permitted by law, and by the policies, practices and regulations of the Division of Pensions and Benefits, such members will contribute, through withholding of the contribution from the

monthly retirement allowance, the sum of 1.5% of the monthly retirement allowance. If, for whatever reason, the retiree's health benefit contribution is not withheld from his retirement allowance, he shall be billed for the same by the Township.

If any payment for any billing referenced in the paragraph above is not received by the Township within thirty (30) days of the date of forwarding to the affected retiree, then the Township may cancel the coverage of the affected employee, and/or institute action in New Jersey Superior Court to recover the unpaid contribution amounts. If the Township is adjudged the prevailing party in any action to recover such contributions, the applicable retiree will also be liable for reasonable attorneys' fees incurred by the Township in such suit and collection of any judgment or order pursuant to such suit. In order to determine the amount of the retirement allowance for purposes of this provision, the retiree must submit documentation from the Division of Pensions and Benefits showing the retirement allowance within thirty (30) days of the effective retirement date to the Township and resubmit to the Township such documentation annually within 30 days of each anniversary of the effective retirement date. Failure to submit such documentation within those time frames shall be cause for the Township to cancel the coverage of the affected employee, and/or institute action in New Jersey Superior Court to recover the unpaid contribution amounts for the amounts owed as specified above. If the Township is adjudged the prevailing party in any action to recover such contributions, the applicable retiree will also be liable for reasonable attorneys' fees incurred by the Township in such suit and collection of any judgment or order pursuant to such suit.

3. For any member (Pension Tier 1, 2 or 3) who did not complete twenty (20) years of service prior to June 28, 2011 in the Police & Firemen's System, and who was appointed to a position covered and recognized as in the SOA after December 31, 2021, pursuant to Section 77 of P.L. 2011, Chapter 78 (codified at NJSA 52:14-17.28e), to the extent permitted by law, and by the policies, practices and regulations of the Division of Pensions and Benefits, such members will contribute, through withholding of the contribution from the monthly retirement allowance, the percentage of the monthly retirement allowance, or, of the cost of coverage, as applicable, as existing for that employee immediately before SOA membership. If, for whatever reason, the retiree's health benefit contribution is not withheld from his retirement allowance, he shall be billed for the same by the Township.

If any payment for any billing referenced in the paragraph above is not received by the Township within thirty (30) days of the date of forwarding to the affected retiree, then the Township may cancel the coverage of the affected employee, and/or institute action in New Jersey Superior Court to recover the unpaid contribution amounts. If the Township is adjudged the prevailing party in any action to recover such contributions, the applicable retiree will also be liable

for reasonable attorneys' fees incurred by the Township in such suit and collection of any judgment or order pursuant to such suit. In order to determine the amount of the retirement allowance for purposes of this provision, the retiree must submit documentation from the Division of Pensions and Benefits showing the retirement allowance within thirty (30) days of the effective retirement date to the Township and resubmit to the Township such documentation annually within 30 days of each anniversary of the effective retirement date. Failure to submit such documentation within those time frames shall be cause for the Township to cancel the coverage of the affected employee, and/or institute action in New Jersey Superior Court to recover the unpaid contribution amounts for the amounts owed as specified above. If the Township is adjudged the prevailing party in any action to recover such contributions, the applicable retiree will also be liable for reasonable attorneys' fees incurred by the Township in such suit and collection of any judgment or order pursuant to such suit.

4. To the extent permitted by law, and by the policies, practices and regulations of the New Jersey Division of Pensions and Benefits, an officer who retires after the contract expiration date, but before ratification of a successor agreement, can retire using the percentage contributions to health care coverage in retirement applicable under the expired agreement. The Township will not be responsible, however, for any requirements of the Division of Pensions and Benefits as to retroactivity or otherwise.

5. Upon a retired member's death, his/her spouse/domestic partner, and or dependant child(ren) will receive coverage as if the employee were still living, based on the PFRS Pension Tier Schedules in section 1, 2 or 3 listed above. If the deceased member's spouse/domestic partner remarries, their individual coverage will cease. The deceased member's dependant child(ren), will continue to receive insurance coverage at levels not less than those presently in effect at the time of the deceased member's retirement, along with a drug prescription plan in effect at the time of the deceased member's retirement, as though the deceased member were still living. This coverage will be provided to the deceased member's dependent child(ren), based on the PFRS Pension Tier Schedules in section 1, 2 or 3 listed above, until such age that state and or federal law allows. The dependant children will continue to receive coverage as previously stipulated if the deceased member's spouse/domestic partner ceases to live.

6. If an off duty death results for an active member of this bargaining unit, who has completed fifteen (15) years of service with the Township of Manalapan, that is not as a direct result of the member committing a criminal act, the family as described above, shall be entitled to receive insurance coverage at levels not less than those presently in effect, along with a drug prescription plan, based on the PFRS Pension Tier Schedules in section 1 or 2 listed above, as though the deceased member were still living. The same provisions listed above



apply to cover the dependant children should the deceased member's spouse/domestic partner remarry or cease to live.

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

C. The Township agrees to compensate anyone declining healthcare coverage at one-fourth premium (to a maximum of \$5,000 annually) based upon the coverage for which the employee would be eligible; as per State regulations.

D. Coverage shall be extended to the entire family of the employee, including spouse, domestic partner and all unmarried and un-emancipated children, whether naturally borne or adopted and any step-children, who have not yet attained the age of Twenty Six (26) years. 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.

E. On retirement, a retiree who qualifies for retiree health benefits may waive Retired Group health benefits coverage and retain his or her right to enroll at a later date, subject to the qualifications and conditions stated below and/or those imposed by law or the State of New Jersey, Division of Pensions and Benefits, if the retiree is covered as an employee through other employment or as a dependent of his or her spouse/partner in another group health plan, of the State Health Benefits Program. Pursuant to the Division of Pensions and Benefits, unless later modified, a retiree waiving coverage because of other coverage must submit a Cancel/Decline/Waive Retired Coverage form at time of retirement in order to be eligible for enrollment if/when the retiree loses other coverage. Likewise, pursuant to the Division of Pensions and Benefits, unless later modified, a retiree will not be permitted to enroll at a later date if he or she does not submit that application within 60 days of his or her retirement date. If the retiree loses coverage, he or she may re-enroll, subject to the above, by submitting a Retiree Health Benefits Enrollment and/or Change Form to the Division of Pensions and Benefits within 60 days of the loss of coverage. Proof of loss is required. Any reenrollment, however, is subject to the Division of Pensions and Benefits.

For retirees who re-enroll, Pension Tier 1, 2, or 3 Members who did not complete twenty (20) years of service prior to June 28, 2011 in the Police & Fireman Retirement System, shall receive insurance coverage at levels not less than those presently in effect at the time of their retirement, along with a drug prescription plan, presently in effect at the time of the member's retirement, as though the member were still employed by the township; unless a change and increase is required through State Law or by action of the State Health Benefits Program, or other applicable carrier, not in the control of the Township. Cost to retirees shall be as stated in B2 or B3, whichever is applicable. All other provisions regarding collection of employee contributions set forth in Section B2 or B3, as applicable, above will apply here.



- ARTICLE XIV -

PENSIONS

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

- ARTICLE XV -

MUTUAL AID

Officers, while rendering aid to communities, at the direction of their supervisors, are fully covered by Workers' Compensation, liability insurance, and pension coverage as provided by state law.

- ARTICLE XVI -

ACCRUAL OF BENEFITS

A. Officers who terminate service with the Township will be paid accumulated vacation and holiday benefits 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 the 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.

B. If an officer should die, whether on or off duty, while in the employment of the Township, all unused vacation, compensatory time, to which he/she would have been fully entitled, his/her estate shall receive their full monetary value.

- ARTICLE XVII -

DENTAL PLAN

Group dental plan presently being provided, or its equivalent, shall remain in effect throughout the duration in terms of this Agreement. Any improvement in the dental plan provided the P.B.A. shall automatically be provided to the Superior Officers Association.

The Township agrees that members of the Superior Officers Association, and their families, who have retired on or before August 1, 1998, can continue in the employee's dental plan being granted by the Township at the time of their retirement. All cost for dental benefits at the time of retirement shall be borne by the employer and shall continue thereafter until such time as the employee wishes to withdraw. This benefit shall not be available to any member retiring after August 1, 1998.

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.

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

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

- ARTICLE XVIII -

IN-SERVICE TRAINING

The cost of all police training courses and seminars required by the Chief of Police shall be borne by the Township.

The Chief may authorize training or schooling when requested by the officer. For such training and schooling, the Chief may authorize paying none, part, or all of the costs of the schooling; and may authorize none, part or all "time off" for the schooling.

- ARTICLE XIX -

AUTOMOBILE USE

Members of this Association who use their own vehicles for travel authorized or scheduled by the Chief shall be compensated for mileage at the IRS prevailing rate. All distances will be computed from headquarters.



- ARTICLE XX -

OTHER FACILITIES AND EQUIPMENT

A. All officers, where applicable, shall be provided with the necessary equipment 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 and tear or by deliberate action.

C. The Township shall purchase and maintain barricade type bulletproof vests or a type approved by the Chief.

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

- ARTICLE XXI -

CLOTHING ALLOWANCE

A. The annual clothing allowance to each officer is the sum of \$1,500. The uniform allowance is prorated upon leaving the service of the Township as a police officer. Otherwise, the clothing allowance will be paid in December of each year

B. The officer shall use this uniform allowance to replace worn, and to maintain, approved apparel.

C. Uniforms and any other approved apparel must be in satisfactory condition and appearance when an officer is on duty.

D. The cost of uniforms or clothing damaged in the line of duty shall be reimbursed in full if damaged during an altercation and at 100% of the cost if damaged otherwise.

E. If and in the event there is a mandatory change in uniforms, the entire cost of such change shall be borne entirely by the Township.

F. Any change in mandatory uniforms will be reviewed with this bargaining unit prior to its implementation.

G. It shall be understood that each officer shall maintain their own bulletproof vest from their uniform allowance.

- ARTICLE XXII -

GRIEVANCE PROCEDURES

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 afford the same treatment to his/her associates, supervisors, and to the public.

For the purposes of this article, a 'business day' is defined as a day that the Manalapan Township Administration Department is open and operating under full-day or half-day hours.

A GRIEVANCE is a claim by one or more officers or by the Association that the Township has improperly applied the terms of, or issued or implemented a policy or order inconsistent with, this Agreement, State Statutes of regulations, or the municipality's official "Policy Rules and Regulations".

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.

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 an attorney present at all steps of the grievance procedure.

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

STEP 2: If the grievant(s) is/are 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.

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.

The Chief of Police shall render a 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.

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 limit contained in Step 2, then the grievant may within an additional seven (7) business days present the grievance in writing to the Township Administrator.

Within ten (10) business days of receipt of such grievance, the Township Administrator shall meet with the grievant(s), the grievant's designated Association representative, and/or his/her 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.

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

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 SOA and request that this matter be brought to arbitration. If the SOA determines that the matter is meritorious, it shall file for arbitration consistent with the PERC rules and regulations within forty-five (45) business days of the receipt of the decision under Step 3, or within forty five (45) 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 chosen pursuant to the rules of the Public Employee Relations Commission. The arbitrator shall be bound by the collective negotiations agreement between the parties and past practice. The cost of the arbitration shall be borne by the losing party, and the decision of the arbitrator shall be binding on the parties.

The grievant(s), the designated Superior Officers 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.

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

- ARTICLE XXIII -

LONGEVITY AND SENIORITY

A. LONGEVITY

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 per the parameters listed below:

<u>LENGTH OF SERVICE</u>	<u>LONGEVITY PAY</u>
After (5) years	2%
After (10) years	5%
After (15) years	8%
After (20) years	10%

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

After (5) years	\$3,200
After (10) years	\$5,000
After (15) years	\$7,000
After (20) years	\$8,250

Officers hired with prior employment on a bona fide law enforcement agency in which the officer was a member of the Police and Firemen's Retirement System (PFRS) shall be entitled to longevity for such time if there is no break in service of more than one (1) year.

B. SENIORITY

1. General Provisions

In the event the Township proceeds with a demotion(s) that is not based on an individual's job performance, the decision shall be made based on seniority, specifically by rank and time served in rank. The order of demotions will begin with the superior officer with the least amount of seniority in the given rank.

2. Procedure

a. Upon hiring a new officer to serve in the Police Department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a full-time, regular sworn police officer outside the Township, for purposes of salary guide placement, longevity, and/or vacation entitlement.

b. Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefit(s); such benefits shall be determined by time in rank as a police officer in the Township of Manalapan.

- ARTICLE XXIV -

CHANGES IN WORK SCHEDULE

Notwithstanding the preparation of a work schedule and the assignment of an officer to such a schedule is recognized as the prerogative of the Township, an officer shall receive seven (7) days notice of any change in his regular work shift unless an emergency is declared by the Chief of Police and/or his representative.

- ARTICLE XXV -

RESERVED



- ARTICLE XXVI -

SALARIES

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Sergeants appointed prior to 1/1/12</b>					
Sergeant w/ Bachelors degree	\$131,983	\$134,623	\$136,978	\$139,376	\$141,815
Sergeant w/ Masters degree	\$132,323	\$134,969	\$137,331	\$139,734	\$142,180
Senior Sergeant w/ Bachelors degree	\$140,140	\$142,943	\$145,444	\$147,989	\$150,579
Senior Sergeant w/ Masters degree	\$140,481	\$143,290	\$145,798	\$148,349	\$150,945
<b>Sergeants appointed after to 1/1/12</b>					
Sergeant w/ Bachelors degree	\$129,394	\$131,982	\$134,292	\$136,642	\$139,033
Sergeant w/ Masters degree	\$129,729	\$132,323	\$134,639	\$136,995	\$139,393
Senior Sergeant w/ Bachelors degree	\$137,393	\$140,141	\$142,593	\$145,089	\$147,628
Senior Sergeant w/Masters degree	\$137,726	\$140,480	\$142,938	\$145,440	\$147,985
Lieutenant w/ Bachelors degree	\$145,361	\$148,268	\$150,863	\$153,503	\$156,190
Lieutenant w/ Masters degree	\$145,698	\$148,612	\$151,212	\$153,859	\$156,551
Senior Lieutenant w/ Bachelors degree	\$153,516	\$156,586	\$159,327	\$162,115	\$164,952
Senior Lieutenant w/ Masters degree	\$153,857	\$156,934	\$159,680	\$162,475	\$165,318
Captain 1st Grade w/Bachelors degree	\$163,022	\$166,282	\$169,192	\$172,153	\$175,165
Captain 1st Grade w/Masters Degree	\$163,362	\$166,629	\$169,545	\$172,512	\$175,531
Senior Captain w/ Bachelors degree	\$171,178	\$174,602	\$177,658	\$180,767	\$183,930
Senior Captain w/ Masters degree	\$171,517	\$174,947	\$178,009	\$181,124	\$184,294

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

The college incentive bonus has been added into the salary of each officer who has attained an associate, bachelor or masters degree. When an officer receives a degree either in January or June of the contract year, it will be pro-rated accordingly.

Captain Promotion: After the completion of one full year at Captains 1<sup>st</sup> grade, the officer will then go to the Senior Captain step at the officers' respective level of education.

Stipends: Superior Officers functioning as Detective Supervisors shall receive a \$1,000 stipend.

I. Shift Differential – Overtime Pay

Any Sergeant who serves in the capacity of a Lieutenant shall have his/her regular rate of pay plus three percent (3%) increase per hour of assignment in his normal hourly rate of pay so assigned.

Any Lieutenant who serves in the capacity of a Captain shall have his/her regular rate of pay plus twelve percent (12%) increase per hour of assignment in his normal hourly rate of pay so assigned, when such assignment exceeds ten (10) consecutive working days.

Any Captain who serves in the capacity of the Chief of Police shall have his/her regular rate of pay plus twelve percent (12%) increase per hour of assignment in his normal hourly rate of pay so assigned, when such assignment exceeds ten (10) consecutive working days.

- ARTICLE XXVII -

SPECIAL LEAVES

1. Bereavement Leave

A. In the event of death of the employee's spouse, domestic partner or child, 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. In the event of the death of an employees other immediate family, 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. In the event of the death of an employee's grandparent or grandparent-in-law, 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. In the event of the death of an aunt, uncle, niece or nephew 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.

2. Good cause: other leaves of absence without pay may be granted by the Township for good reason and such leave of absence shall not be unreasonably or arbitrarily denied.

3. Upon presentation or verification in the sixth (6) month of pregnancy, the female officer shall be relieved of all street duties and assigned to an in-house function by the Operations Officer or Chief of Police.

4. Pay for leave shall be in accordance with the Township's State Disability Program.

5. Leaves taken pursuant to this Article shall be in addition to any other leaves to which the officer is entitled.



- ARTICLE XXVIII -

VACATIONS

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 Police and Firemen's Retirement System.

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/her regular compensation rate.

1. After the completion of two (2) years of service and through the tenth (10) year of service - fifteen (15) working days vacation;
2. After the completion of ten (10) years of service and through the fifteenth (15) year of service - eighteen (18) working days vacation;
3. After the completion of fifteen (15) years of service, and through the twentieth (20) year of service - twenty working days vacation;
4. After the completion of the twentieth (20) year of service, twenty five (25) working days vacation.

C. Vacation leaves shall be calculated at the beginning of the calendar year pro-rated 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 SOA members shall be granted their full vacation allowance January 1 of the year of retirement.

D. Recognizing that scheduling of vacation is a prerogative of the Township, and in order to maintain efficiency, vacation periods shall be approved by the Chief of Police, or his designee.

E. No more than five (5) vacation days may be carried over to the succeeding calendar year and any vacation days due an employee over the number of five (5) and not taken during the calendar year in which they were earned shall be lost. In the final year of retirement ten (10) vacation days may be carried over but any days over five (five) will not be paid out to the officer at the time of retirement.

F. All requests for compensatory time and personal days shall be submitted to the Chief of Police, or his designee, at least forty-eight (48) hours prior to the time requested.

The Chief of Police, or officer in charge, will have discretion to permit exceptions to this Paragraph.

G. In addition to the above-captioned vacation schedule (Paragraph B) all members of the Association are entitled to one (1) additional day of vacation allowance by virtue of their level of responsibility.

H. In the event an employee covered by this Agreement is called into work after commencement of his/her vacation, he/she shall be paid at a rate of time and one-half (1-1/2) his/her regular straight time rate for all work performed and will have his/her vacation time rescheduled at a future date.

I. 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 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 the 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. It will be the officer's responsibility to notify a Commander of such request.

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. It will be the officer's responsibility to notify a Commander of such request.

5. Officers may request vacation time in half-day increments, in accordance with all the provisions of this article. The Chief of Police, or his designee, reserve 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, Kelly time, 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 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.

7. 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 XXIX -

ANNUAL PHYSICAL

Each officer shall have an annual physical. Any reasonable costs for same in excess of the officer's medical coverage shall be borne by the Township. The officer shall execute an appropriate medical release to make a report on said physical examination available to the Chief of Police and the Township. The results of the physical examination shall be received no later than September 1 of each year.



- ARTICLE XXX -

FALSE ARREST AND LIABILITY INSURANCE

A. Employer shall continue the current program for false arrest and liability insurance for all unit employees. The Township shall have the right to change carriers or become self-insured at its discretion.

B. As per N.J.S.A. 40A:14-155, the Employer agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. The parties, in conjunction with the Employer's insurance carrier, have agreed to permit the unit employee to select an attorney submitted by the Association and approved by the insurance company via the Employer's insurance broker. Such list shall be maintained by the parties. Request to update the list can be accomplished on a yearly basis. The Association will submit such request to the Employer's administrator. The Employer reserves the right to approve or reject any request by an employee or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless the employee selects an attorney from the parties' agreed upon list as stated above. This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Employer.

C. Nothing herein shall make the Township liable or responsible for any damages assessed against an officer in excess of its policy amounts or for punitive damages assessed against an officer. The Township, pursuant to N.J.S.A. 40A:14-155 shall have no responsibility under this Article where criminal charges, if any, are not resolved in favor of the officer as defined in Article VII.

- ARTICLE XXXI -

FULLY BARGAINED PROVISION

A. This agreement incorporates the complete and final understanding of the parties in all matters which were or could have been the subject of negotiations. Except as otherwise specifically provided in this Agreement, during the term of this Agreement, neither party shall be required to negotiate with regard to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of the parties at the time of negotiation and execution of this agreement.

B. Notwithstanding the above, the SOA shall be permitted to request the reopening of negotiations as to the sick leave buy-back clause in Section IX, paragraph L, if an in the event the Township provides an enhanced benefit to the PBA.

ARTICLE XXXII


INDEMNIFICATION

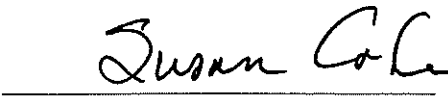
The Township agrees to indemnify, hold harmless and defend the SOA from any claims brought by former members of the SOA with regard to any claims under Article IX, Paragraph L. The SOA agrees to cooperate and participate with the Township in providing said defense.

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

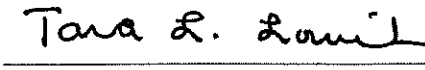
SUPERIOR OFFICERS ASSOCIATION

TOWNSHIP OF MANALAPAN

  
\_\_\_\_\_  
SOA President

  
\_\_\_\_\_  
Susan Cohen, Mayor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Date Signed: 6/10/2022

Date Signed: 6/10/22