AGREEMENT BETWEEN

THE TOWNSHIP OF MANALAPAN MONMOUTH COUNTY, NEW JERSEY AND P.B.A. LOCAL NO. 229 POLICEMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

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JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

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 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 Jerséy 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, 2007, and shall remain in effect through December 31, 2011. 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 September 1 of the final year of the agreement requesting 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 PBA Local No. 229 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 it 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 squad.
- 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 P.B.A. Local No. 229 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 Local and no more than two other members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A.11:26C-4 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 2 members shall be from the same squad.

ARTICLE IV SAVINGS CLAUSE

- A In the event that 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: 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 five (5) 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 noncriminal 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 am and 4:30 pm 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

ARTICLE IX LEGAL EXPENSES

- 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 3 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.
- 2. 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.
- 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 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.

Coverage shall be extended to the entire family of the employee, including spouse, domestic partner and all unmarried and unemancipated children whether naturally born or adopted and any stepchildren who have not yet attained the age of 23 years and are actually members of the employee's immediate household. 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.

The Township shall continue the Blue Cross/Blue Shield, Rider J 1420 Series and Major Medical coverage currently in effect.

- B. The Township shall provide to the officers of the department whom retire, and or through disability, retire, coverage in the New Jersey Public Employee Health Benefits Program subject to the provisions of N.J.S.A. Chapter 88
- C An employee enrolled in the traditional insurance program will be required to pay any increases above the July 1, 1997 rates for traditional insurance.

Traditional insurance will not be offered to any new employee.

In the event a husband, wife or domestic partner both work for the Township, the Township may offer coverage to one of the employees, even in the event the individuals are members of different bargaining units. To compensate the spouse or domestic partner who doesn't receive coverage, the Township shall give the employee one-third of the NJ Direct premium for whichever coverage the employee would be eligible.

The Township agrees to compensate anyone declining healthcare coverage at one-third the premium of NJ Direct rates based upon the coverage for which the employee would be eligible.

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.

ARTICLE XII DENTAL PLAN

The Township currently provides the Delta Dental Advantage Plan to all employees. The Township agrees to provide the Delta Dental Premier Plan to all officers in the Association effective immediately upon execution of this contract. The total cost of the difference in premium to the Township between the Advantage Plan and the Premier Plan will be borne by the members of the Association.

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 five (5) 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 leave shall not be allowed for emergency dental care and such other medically related professional services which are readily available during non-working hours.

- 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.
- 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
- The Township shall grant to any member of the Association 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	
Manalanan 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 PBA 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. Maternity leave shall be granted in accordance with the terms and provisions of the Family Medical Leave Act, 29 U.S.C. § 2601 ("FMLA") and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. (NJFLA). The Township will require a pregnant officer to obtain and submit a physician's certificate as to the expected date of delivery and estimated period of confinement. Maternity leave shall be granted or denied on the same basis as requests for all other requests for disability leaves of absence, subject to the specific terms of Subsection M(1) which refers to specific agreements between the parties regarding the unique aspects of maternity leave that requires certain deviations from policies governing other "disability leaves."
 - 1. The affected pregnant Officer shall be required to utilize her accumulated sick leave during the unpaid disability component of the maternity leave of absence up to 4 weeks before the date of birth and up to 4 weeks after the date of birth, in light of the presumption of disability status during these two time periods. Additional sick leave, either before or after the birth of the Officer's child, shall be approved by the employer upon the production of a medical certificate attesting to the disability status of the affected Officer during the additional period of time at issue. The affected Officer shall also be entitled to seek an unpaid child rearing leave of absence subsequent to the end of the disability phase of that Officer's maternity leave in accordance with the NJFLA of up to an additional 12 weeks of leave for child rearing purposes.
 - 2. Upon the expiration of the maternity leave (which includes the disability leave and the child rearing leave of absence), in exceptional circumstances an additional unpaid leave of absence may be granted for a period not to exceed an additional 6 months is specifically applied for and approved by the governing body pursuant to N.J.S.A. 40A:14-136.
 - 3 Maternity and non-maternity disability leave, child care leave, and family leave shall be counted as covered leave for the purpose of satisfying the FMLA and/or NJFLA.
 - 4 Officers taking childcare leave and/or family leave under NJFLA shall be required to first apply all of their available accumulated paid leave and vacation time toward their leave.
- 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.

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.

ARTICLE XIV PERSONAL DAYS

Each full time officer covered by this Agreement shall receive three (3) personal days off during each year of this Agreement. Request for such personal days shall be conveyed orally or in writing to the shift leader and/or the Chief of Police.

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 Police and Firemen's Retirement System (PFRS).
- 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:
 - 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 of service 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.
- 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 Recognizing that scheduling of vacation is a prerogative of the Township and in order to maintain efficiency, vacation periods shall be taken in workweek blocks (to the degree possible) and approved by the Chief of Police, or his designee. Requests for exceptions must be submitted to and approved by the Chief of Police.

E. 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.

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.

Requests for vacation subsequent to August 1 shall receive such approval as the Chief of Police, within his sole discretion, determines. 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 officers 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.

F 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 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.
- 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, grandchild or grandparent.
- In the event of the death of an employees parent-in-law, son/daughter-in-law, brother/sister-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.
- 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.
- G 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.

ARTICLE XVII HOLIDAY PAY

- A. Officers shall be paid for the holidays listed below. Payment shall henceforth be included into the officer's base salary.
- B. The total number of paid holidays will be fourteen (14). These holidays are as follows:

New Year' Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday or Yom Kippur
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day and the day after
Christmas Day

ARTICLE XVIII OVERTIME PAY

Section A Definition

- 1. All overtime as herein defined shall be all hours worked other than the officer's regularly scheduled shift.
- Overtime shall be compensated at the rate equal to one and one half (1 1/2) the officer's 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.
- 4. All overtime in excess of 100 compensatory hours shall be paid as cash pursuant to Section 2 above.
- 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. 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 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.
- 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 officer's regular rate of pay, with no call back.

Section B Outside Court Time

In further accordance with this Article, 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, or in any matter, caused by their employment with the Township, that is not during the officer's regularly assigned shift, he shall receive time and one half (1½) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

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 (1½) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

ARTICLE XIX 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 follows:

LENGTH OF SERVICE

After (5) years	2% Longevity Pay
After (10) years	5% Longevity Pay
After (15) years	
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

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

ARTICLE XX COLLEGE INCENTIVE PROGRAM

- A It is of utmost importance that officers avail themselves of continuing education to enhance their abilities. 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.
 - The Township shall reimburse an officer for one hundred percent (100%) of the costs of books necessary for said college level courses.
 - 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.
- 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 experience on the Manalapan Township Police Department is entitled to an educational bonus as follows:

1.	Associate's Degree or equivalent (60 Credits)	\$375.00
2	Bachelor's Degree	\$750.00
	Master's Degree	\$1,000.00

The education bonus will be included into the officer's base salary 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.

Full day off-site seminars or training sessions required by the Chief will entitle the officer to a payment of \$10 for breakfast, \$12 for lunch and \$18 for dinner reimbursement, for each meal, upon presentation of a receipt for such meal. This does not include any meal provided as a part of a seminar that includes a meal paid for by the Township.

ARTICLE XXIV MUTUAL AID

- Section 1. Officers, while rendering aid to another community, at the discretion of their superiors, are fully covered by workmen's compensation, liability insurance, and pension coverage as provided by State Law.
- Section 2. 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 of Manalapan 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 there under. The Township shall not be required to violate any applicable statutes or court decisions.

ARTICLE XXV AUTOMOBILE USE

Members of this Association 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

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

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.

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

ARTICLE XXVII CLOTHING ALLOWANCE

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.

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.

The clothing allowance to each officer, except for probationary patrolmen, will be the sum of one thousand three hundred dollars (\$1,300.00) for calendar years 2007 and 2008. The clothing allowance for all subsequent calendar years shall be one thousand dollars (\$1,000.00). Uniform monies shall be payable on or before March 15 of each calendar year. Probationary officers shall be given half of the allowance for maintenance on a monthly pro-rated basis.

It shall be understood that officers shall purchase and maintain their own bulletproof 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 PBA Local #229 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

The salaries of police officers employed by the Township of Manalapan and covered by this Agreement, hired prior to January 1, 2008, shall be in accordance with the following schedule:

Patrols Salary Guide:

Step	2007	2008	2009	2010	2011
*Academy	31,849**	33,171	34,849	36,586	37,104
**1	41,668	43,333	45,368	47,473	49,652
2	45,814	47,624	49,809	52,070	54,410
3	53,276	55,348	57,802	60,343	62,972
AA	53,651	55,736	58,204	60,759	63,403
ВА	54,026	56,124	58,606	61,175	63,833
MA	54,276	56,383	58,874	61,452	64,120
4	60,737	63,070	65,795	68,615	71,534
AA	61,112	63,458	66,196	69,030	71,964
BA	61,487	63,846	66,598	69,446	72,395
MA .	61,737	64,105	66,866	69,724	72,682
5	68,267	70,863	73,861	76,964	80,175
AA	68,642	71,251	74,263	77,380	80,605
BA	69,017	71,640	74,664	77,795	81,035
MA	69,267	71,898	74,932	78,072	81,322
6	75,736	78,594	81,862	85,245	88,746
AA ·	76,111	78,982	82,264	85,661	89,176
BA	76,486	79,370	82,665	86,076	89,606
MA	76,736	79,629	82,933	86,353	89,893
7 (up to10yrs)	84,414	87,575	91,158	94,866	98,704
AA	* 84,789	87,964	91,560	95,282	99,134
BA	85,164	88,352	91,962	95,698	99,565
MA	85,414	88,610	92,229	95,975	99,851
7 (11-15yrs)	84,543	87,709	91,296	95,009	98,852
AA	84,918	88,097	91,698	95,425	99,282
BA	85,293	88,485	92,100	95,841	99,713
MA	85,543	88,744	92,368	96,118	100,000
***8 (16-20yrs)	91,632	95,046	98,890	102,869	106,987
AA	92,007	95,434	99,292	103,285	107,417
BA	92,382	95,822	99,694	103,701	107,848
MA	92,632	96,081	99,961	103,977	108,134
***8 (21+yrs)	91,726	95,143	98,991	102,973	107,095
AA .	92,101	95,532	99,393	103,389	107,525
BA.	92,476	95,920	99,794	103,804	107,955
MA	92,726	96,178	100,062	104,082	108,242

Detectives & Traffic Salary Guide:

Step	2007	2008	2009	2010	2011
5	69,358	71,993	75,030	78,174	81,427
AA	69,733	72,381	75,431	78,589	81,857
BA	70,108	72,769	75,833	79,005	82,287
MA	70,358	73,028	76,101	79,282	82,574
6	76,828	79,724	83,032	86,456	89,999
AA	77,203	80,112	83,434	86,872	90,430
BA	77,578	80,500	83,835	87,287	90,859
MA	77,828	80,759	84,103	87,564	91,146
7 (up to 10yrs)	85,506	88,706	92,328	96,077	99,957
AA	85,881	89,094	92,730	96,493	100,388
BA	86,256	89,482	93,131	96,908	100,817
MA	86,506	89,741	93,399	97,185	101,104
7 (11-15yrs)	85,637	88,841	92,468	96,222	100,107
AA	86,012	89,229	92,870	96,638	100,538
BA	86,387	89,618	93,272	97,054	100,968
MA	86,637	89,876	93,539	97,330	101,254
***8 (16-20yrs)	92,727	96,179	100,063	104,083	108,243
AA	93,102	96,568	100,465	104,499	108,674
BA	93,477	96,956	100,867	104,915	109,104
MA	93,727	97,214	101,134	105,191	109,390
***8 (21+yrs)	92,822	96,278	100,165	104,188	108,352
AA	93,197	96,666	100,567	104,604	108,783
ВА	93,572	97,054	100,968	105,019	109,213
MA	93,822	97,313	101,236	105,297	109,500

The salaries of police officers employed by the Township of Manalapan and covered by this Agreement, hired after January 1, 2008, shall be in accordance with the following schedule:

Patrols Salary Guide:

Step	2007	2008	2009	2010	2011
*Academy	31,849	33,171	34,849	36,586	37,104
**1	41,668	43,333	45,368	47,473	49,652
2	47,867	49,749	52,008	54,346	56,765
3	54,065	56,164	58,648	61,218	63,878
AA	54,440	56,552	59,049	61,633	64,308
BA	54,815∞	56,941	59,451	62,049	64,738
MA	55,065*	57,199	59,719	62,326	65,025
4	60,264	62,580	65,288	68,091	70,991
AA .	60,639	62,968	65,690	68,506	71,422
ВА	61,014	63,356	66,091	68,922	71,852
MA	61,264	63,615	66,359	69,199	72,139
5	66,443	68,976	71,907	74,941	78,082
AA .	66,818	69,364	72,309	75,357	78,512
ВА	67,193	69,752	72,711	75,773	78,942
MA	67,443	70,011	72,978	76,050	79,229
6	72,662	75,412	78,569	81,837	85,218
AA	73,037	75,800	78,971	82,252	85,649
ВА	73,412	76,188	79,373	82,668	86,079
MA	73,662	76,447	79,640	82,945	86,366
7	78,925	81,894	85,278	88,780	92,405
AA	79,300	82,283	85,680	89,196	92,836
BA -	79,675	82,671	86,082	89,612	93,266
MA	79,925	82,929	86,349	89,889	93,553
8 (up to10yrs)	85,123	88,309	91,918	95,652	99,518
AA	85,498	88,697	92,319	96,068	99,948
BA	85,873	89,086	92,721	96,484	100,378
MA	86,123	89,344	92,989	96,761	1 _, 00,665
8 (11-15yrs)	85,220	88,410	92,022	95,760	99,629
AA	85,595	88,798	92,423	96,176	100,059
ВА	85,970	89,186	92,825	96,591	100,490
MA	86,220	89,445	93,093	96,869	100,776
***9 (16-20yrs)	91,528	94,938	98,779	102,754	106,867
AA	91,903	95,327	99,181	103,169	107,298
BA	92,278	95,715	99,582	103,585	107,728
MA	92,528	95,973	99,850	103,862	108,015
***9 (21+yrs)	91,595	95,008	98,851	102,828	106,944
AA	91,970	95,396	99,252	103,244	107,375
BA	92,345	95,784	99,654	103,659	107,805
MA	92,595	96,043	99,922	103,937	108,092

Detectives & Traffic Salary Guide:

Step	2007	2008	2009	2010	2011
5	67,554	70,125	73,097	76,173	79,357
AA	67,929	70,514	73,499	76,589	79,787
BA	68,304	70,902	73,901	77,005	80,217
MA	68,554	71,160	74,169	77,282	80,504
6	73,817	76,608	79,806	83,117	86,544
AA .	74,192	76,996	80,208	83,533	86,974
вА	74,567	77,384	80,610	83,949	87,404
MA	74,817	77,643	80,878	84,226	87,691
7	80,515	83,540	86,981	90,543	94,230
AA -	80,89Q,	83,928	87,383	90,959	94,660
BA .	81,265.	84,316	87,785	91,375	95,090
MA	81,515	84,575	88,053	91,652	95,377
8 (up to 10yrs)	86,213	89,437	93,085	96,861	100,768
AA	86,588	89,826	93,487	97,277	101,199
BA	86,963	90,214	93,889	97,692	101,629
MA	87,213	90,472	94,156	97,969	101,916
8 (11-15yrs)	86,310	89,538	93,189	96,968	100,880
AA	86,685	89,926	93,591	97,384	101,310
BA	87,060	90,314	93,993	97,800	101,740
MA	87,310	90,573	94,260	98,077	102,027
***9 (16-20yrs)	92,619	96,068	99,948	103,963	108,119
AA	92,994	96,456	100,349	104,379	108,550
BA	93,369	96,844	100,751	104,795	108,980
MA	93,619	97,103	101,019	105,072	109,267
***9 (21+yrs)	92,686	96,137	100,019	104,037	108,196
AA	93,061	96,525	100,421	104,453	108,627
BA	93,436	96,913	100,823	104,869	109,057
MA	93,686	97,172	101,091	105,146	109,344

With the exception of the Academy step, each step is based upon one (1) full year of service with the indicated salary being effective on the officer's anniversary date

*Academy step while 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 officer's original date of hire will be used for obtaining each subsequent step thereafter.

When an officer is hired with a Class II certification, said officer shall start at 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.

**Entry-level step for all police transferees to department regardless of number of years of prior service and entry-level step for all "alternate route" officers.

***Senior patrolman step which 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.

Detectives: Officers functioning as detectives shall receive a \$ 1,000.00 stipend which shall be added to their base salary. The above amount 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.

Traffic Safety Officers: Officers functioning as Traffic Safety Officers shall receive a \$1,000.00 stipend which will be added to their base salary.

Field Training Officers: Officers functioning as field training officers shall receive the following additional payments while they are training new officers:

- 1 Phase I Training Officers: 1 hour of pay (straight time) per shift
- Mentoring Phase Officers: 1/2 hour of pay (straight time) per shift.

K-9 Officers: Officers functioning as K-9 officers are entitled to one hour per shift for maintenance time to care for the K-9's

ARTICLE XXXI GRIEVANCE PROCEDURE

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

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.

A grievance shall be presented within fourteen (14) calendar days after the occurrence of the cause for such grievance or within fourteen (14) 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 any attorney present at all steps of the grievance procedure.

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.

- 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.
- 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) days after the grievance was presented, the grievant may within an additional five (5) days present the grievance in writing to the Chief of Police or his designee.

Within seven (7) calendar 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 written decision within seven (7) calendar days of the meeting held pursuant to Step 2 or within fourteen (14) 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 limits contained in Step 2, then the grievant may within an additional seven (7) days present the grievance in writing to the Township Administrator.

Within ten (10) calendar 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.

The Township Administrator shall render a written decision within ten (10) calendar 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 PBA and request this matter be brought to Arbitration. If the PBA determines the matter is meritorious, it shall file for Arbitration consistent with PERC rules and regulations within thirty (30) days of the receipt of the decision under Step 3, or within thirty (30) 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 Employees Relations Commission. 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.

The grievant(s), the designated PBA 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 provided for processing the grievances at any step in the grievance procedure.

ARTICLE XXXII AGENCY SHOP BILL

Effective retroactively as of January 1, 1985, any member of the Manalapan Police Department not wishing to belong to the Manalapan Patrolmen's Benevolent Association Local #229 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

- The President of the PBA shall be granted release time to conduct PBA business and conduct grievance investigation for which he shall suffer no loss in pay. In addition the President of the PBA shall be advised by the department of the findings of any internal investigation involving a member of the PBA 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.
- Any member of the PBA 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.
 - All complaints shall be promptly brought to the officer's attention as soon as they are received. The PBA President shall receive copy of said complaint.
- 3. All officers shall be advised of any hearing regarding their continuation of employment or discipline on any matter, which could affect his employment with the Township.
 - The officer shall be advised of the matter and have PBA representation at these meetings to advise him/her of their rights.

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ARTICLE XXXIV RETROACTIVITY

This Agreement and the compensation authorized hereunder shall be retroactive to January 1, 2007.

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

49	
For Manalapan PBA Local 2	For the Township of Manalapan
Samuel R.S. Hon	+ Michael R
PBA President	Mayor
Ei Dan	Roseartilede
Witness	Witness
7/16/08	7/17/08
Date \	Date