

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

ARTICLE 1  
PREAMBLE

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

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

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

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

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

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

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

## ARTICLE II TERMS AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect through December 31, 2006. 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 P.B.A. 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

A. 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

1. Management shall utilize only the work schedule in effect on January 1, 2004 (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.

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

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

4. 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.

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

B. 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.

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

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

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

ARTICLE VIII  
ACCESS TO PERSONNEL FILE

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

ARTICLE IX  
LEGAL EXPENSES

1. 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.

3. 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 employer 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 step children who have not yet attained the age of 23 years and are actually members of the employee's immediate household.

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 Plus 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 Plus 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 Premium Plan will be borne by the members of the bargaining unit.

ARTICLE XIII  
SICK LEAVE

1. 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.

2. Sick leave with pay shall be applicable to all full time officers, pursuant to revised general ordinances 1970 of the Township of Manalapan. Probationary employees are entitled to accumulate sick leave on a pro rata basis.

3. 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.

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

5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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.

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

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

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

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

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

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

The PBA and the Township shall develop a joint form which shall be used when Section 12 - 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.

13. 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.

14. 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.

15. 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 the 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.

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

- 1) During the first year of service - 1 working day vacation for each month of service, provided that the officer has had a minimum of 6 months satisfactory service.
- 2) After 1 year and up to 5 years of service - 12 working days vacation.
- 3) After 5 years and up to 10 years - 15 working days vacation
- 4) After 10 years, and up to 15 years of service – 18 working days vacation
- 5) After 15 years, and up to 20 years of service - 20 working days vacation.
- 6) Over 20 years of service, 25 working days vacation.

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

D. Recognizing that scheduling of vacation is a prerogative of the Township and in order to maintain efficiency, vacation periods shall be taken in work week 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 officer's vacation days remaining over the number six shall also accumulate and be carried over to the succeeding calendar year. All vacation requests shall be submitted at least 30 days prior to the requested vacation period, but the Chief of Police has discretion to waive this requirement.

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

Officers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

1. Death: Up to and including five (5) consecutive working days in the event of death of an officer's:

- (a) spouse/domestic partner
- (b) parent
- (c) child
- (d) brother
- (e) sister
- (f) parent-in-law

Up to and including three (3) consecutive working days in the event of death of an officer's:

- (a) son-in-law
- (b) daughter-in-law
- (c) brother-in-law
- (d) sister-in-law
- (e) grandchild
- (f) grandparent

One working day for the purpose of attending the funeral of a niece or nephew.

Such leave may only be used at the time of death and for the purpose of attending the funeral, aiding the aggrieved family and settling their necessary personal affairs.

In the event of the death of a fellow officer (active or retired) of the Manalapan Township Police Department, the Police Chief may grant to an appropriate number of officers sufficient time off to attend the funeral.

ARTICLE XVII  
HOLIDAY PAY

Officers shall be paid for the holidays listed below at the straight time rate of the officer's regular base pay. . This compensation shall be included in base pay for overtime and pension purposes only.

The total number of paid holidays will be fourteen (14):

New Year's 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 and 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.

2. Overtime shall be compensated at the rate equal to one and one half (1 1/2) the officer's regular rate of pay.

3. Overtime shall be paid either as compensatory time or cash at the option of the affected officer. The decision will be made when the overtime is earned.

4. All overtime in excess of 100 compensatory hours shall be paid as cash pursuant to Section 2 above.

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.

### 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 other than a civil action, and this time is not during the officer's regular assigned shift, he shall receive time and one half (1 1/2) pay with a five (5) hour minimum.

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.....8% Longevity Pay  
After (20) years.....10% Longevity Pay

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

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

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.

3. The Township shall reimburse an officer for one hundred percent (100%) of the costs of books necessary for said college level courses.

4. The officer shall supply the Township with a receipt of tuition fees and books.

5. The officer shall provide a transcript for each course to the Township.

6. Upon completion of a course if the officer has received a passing grade, then the Township shall reimburse the officer as set forth above.

B. Each officer hired prior to January 1, 1997 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

Upon completion of an Associate's Degree in a police related subject, an annual payment \$375.00.

Upon completion of a Bachelor's Degree in a police related subject, an annual payment of \$750.00.

The annual payments in paragraph C shall be included in base pay for overtime and pension purposes only. 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, holiday benefits, clothing allowance and educational bonus 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 \$8.00 reimbursement for each meal (lunch or dinner) 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 and liability insurance and pension 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 thereunder. 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). 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 bullet proof vest from their uniform allowance.

ARTICLE XXVIII  
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 XXIX  
SALARIES

The salaries of police officers employed by the Township of Manalapan and covered by this Agreement shall be in accordance with the following schedule:

Step	2004	2005	2006
*Academy	29,000	29,000	29,000
**1	35,475	36,717	38,002
2	39,024	40,389	41,803
3	45,410	46,999	48,644
4	51,796	53,608	55,485
5	58,180	60,217	62,324
6	64,566	66,826	69,165
7	71,295	74,147	77,113
***8	77,171	80,258	83,468

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.*

*\*\*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 seventeen (17) years of service with Manalapan Township. This step would take effect at the start of the eighteenth 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.

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

- Phase I Training Officers: 1 hour of pay (straight time) per shift
- Mentoring Phase Officers : ½ hour of pay (straight time) per shift.

Traffic Safety Officers: Officers functioning as Traffic Safety Officers shall receive a \$1,000 stipend which will be added to their base salary.

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.

For the purpose of both overtime calculations and pension calculations, holiday pay and educational incentive pay shall be added into an officer's base pay (longevity is already included). It is specifically understood and agreed, however, that none of the aforesaid amounts (holiday pay, educational incentive pay or longevity pay) shall be included in base for any other purpose, including, but not limited to, the compounding of annual salary increases. The parties further agree that the inclusion of the aforesaid amounts in base pay shall not increase the economic costs to the Township in any manner except as to overtime and pension costs.

## ARTICLE XXX 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 XXXI  
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 XXXII  
PBA RIGHTS

1. 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.

2. 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 arise 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.

ARTICLE XXXIII  
RETROACTIVITY

This agreement and the compensation authorized hereunder shall be retroactive to January 1, 2004.

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

TOWNSHIP OF MANALAPAN  
P.B.A. LOCAL NO. 229

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

TOWNSHIP OF MANALAPAN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

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AGREEMENT BETWEEN  
THE TOWNSHIP OF MANALAPAN  
MONMOUTH COUNTY, NEW JERSEY  
AND  
P.B.A. LOCAL NO. 229  
POLICEMEN'S BENEVOLENT ASSOCIATION  
JANUARY 1, 2004 THROUGH DECEMBER 31, 2006