

AGREEMENT BETWEEN

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

AND

P.B.A. LOCAL NO. 229

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

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JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

**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, 2012 and shall remain in effect through December 31, 2015. 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**

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

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

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

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

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

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

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

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

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

ARTICLE VIII
ACCESS TO PERSONNEL FILE

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

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

**ARTICLE IX
LEGAL EXPENSES**

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 un-emancipated 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. Under the provisions of State Law Chapter 375, P.L. 2005 certain over age children may be eligible for coverage until the age of thirty. Employees are solely responsible for the payment of over age children that are eligible for this coverage.

- B. 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 increased over the July 1, 1997 rates for traditional coverage.

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

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

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

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

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

ARTICLE XIII
SICK LEAVE

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

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

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

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

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

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

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

H. Sick leave shall not be allowed for emergency dental care and such other medically related professional services which are readily available during non working hours.

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

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

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

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

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

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

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

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

The 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. Family Medical Leave

All officers in the Union are entitled to Family Medical Leave. This policy is attached as Exhibit B to this contract document.

N. 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.

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

ARTICLE XIV
PERSONAL DAYS

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.

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

**ARTICLE XV
VACATIONS AND LEAVES OF ABSENCE**

A. Annual vacation leave with pay shall be earned as of the anniversary date of the officer's appointment, and shall be granted based on the officer's years in the 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:

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

2) After 1 year and up to 5 years of service 12 working days vacation.

3) After 5 years and up to 10 years 15 working days vacation

4) After 10 years, and up to 15 years of service 18 working days vacation

5) After 15 years, and up to 20 years of service 20 working days vacation.

6) Over 20 years of service 25 working days vacation.

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

D. Vacation Requests

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

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

3. Requests for vacation submitted in writing subsequent to March 15 and through August 1, shall be granted, assuming no conflict with prior scheduled vacations, and the date of submission rather than seniority shall control scheduling. Written approval or denial of these requests shall be provided to the officer within fourteen (14) calendar days.

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

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

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

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

ARTICLE XVI
BEREAVEMENT LEAVE

1. Bereavement Leave

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

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

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

D. In the event of the death of an aunt, uncle, niece or nephew an employee shall be entitled to one (1) day bereavement with pay.

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

F. The Township may require verification of death.

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

**ARTICLE XVII
HOLIDAY PAY**

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

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

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

ARTICLE XVIII
OVERTIME PAY

A. Definition

1. All overtime as herein defined shall be all hours worked other than the officer's regularly scheduled shift.
2. Overtime shall be compensated at the rate equal to one and one half (1 1/2) the officer's regular rate of pay.
3. Overtime shall be paid either as compensatory time or cash at the option of the affected officer. The decision will be made when the overtime is earned.
4. All overtime in excess of 100 compensatory hours shall be paid as cash pursuant to Section 2 above.
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.
10. An officer may be requested to attend a staff meeting scheduled by the Chief or Deputy Chief despite being on off-duty status. Should the officer be on off-duty status, he will receive a minimum of two (2) hours of compensation time, paid at the rate equal to one and one half the officer's regular rate of pay, with no call back.

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, in any matter, caused by their employment with the Township, that is not during the officer's regular assigned shift, he shall receive time and one half (1 1/2) pay with a five (5) hour minimum, whether or not said officer shall work the entire five (5) hour period.

Whenever Officers are subpoenaed to testify in civil actions, and these proceedings are not initiated by the officers themselves against the Township, Officers shall receive time and one half (1 ½) 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.....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 the calendar year of 2013, officers shall be permitted to take no more than six (6) college courses. After December 31, 2013, officers shall be permitted to take no more than four (4) college courses in a single calendar year. For college level courses, the Township will reimburse the officer for one hundred percent (100%) of the costs of tuition, books and fees in the following manner:

1. Prior to enrolling for any course for which the officer shall seek reimbursement, the officer must receive advance approval for the reimbursement, the officer must receive advance approval from the Chief of Police or his designee in writing.

2. The maximum reimbursement for per credit tuition charges and fees shall be the average per credit tuition charges and fees for four-year State Colleges (e.g. The College of New Jersey, Kean, Stockton, Etc.). An officer may take college level courses at any institution of his choosing, but the maximum tuition and fees reimbursement shall be limited as set forth herein.

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

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

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

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

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. Association's Degree or equivalent (60 Credits) | \$375.00 |
| 2. Bachelors Degree..... | \$750.00 |
| 3. 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.

**ARTICLE XXIV
MUTUAL AID**

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.

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 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 bullet proof vest from their uniform allowance.

**ARTICLE XXVIII
FUNERAL EXPENSES**

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

**ARTICLE XXIX
BULLETIN BOARDS**

The Township shall permit the Association to have its own bulletin board located in the Police Headquarters for the posting of notices concerning 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 shall be in accordance with the following schedule:

**Patrols Guide
Hired Before 1/1/2012
No Degree**

Year	2011	2012	2013	2014	2015
21	107,095	108,701	110,332	111,435	112,550

**Patrols Guide
Hired Before 1/1/2012
AA**

Year	2011	2012	2013	2014	2015
Academy	37,104	37,104	37,104	37,104	37,104
1	49,652	50,397	51,153	51,664	52,181
2	54,410	55,226	56,055	56,615	57,181
3	63,403	64,354	65,319	65,973	66,632
4	71,964	73,043	74,139	74,881	75,629
5	80,605	81,814	83,041	83,872	84,710
6	89,176	90,514	91,871	92,790	93,718
7	99,134	100,621	102,130	103,152	104,183
8	99,134	100,621	102,130	103,152	104,183
9	99,134	100,621	102,130	103,152	104,183
10	99,134	100,621	102,130	103,152	104,183
11	99,282	100,771	102,283	103,306	104,339
12	99,282	100,771	102,283	103,306	104,339
13	99,282	100,771	102,283	103,306	104,339
14	99,282	100,771	102,283	103,306	104,339
15	99,282	100,771	102,283	103,306	104,339
16	107,417	109,028	110,664	111,770	112,888
17	107,417	109,028	110,664	111,770	112,888
18	107,417	109,028	110,664	111,770	112,888
19	107,417	109,028	110,664	111,770	112,888
20	107,417	109,028	110,664	111,770	112,888
21	107,525	109,138	110,775	111,883	113,002

Patrols Guide
Hired Before 1/1/2012
BA

Year	2011	2012	2013	2014	2015
Academy	37,104	37,104	37,104	37,104	37,104
1	49,652	50,397	51,153	51,664	52,181
2	54,410	55,226	56,055	56,615	57,181
3	63,833	64,790	65,762	66,420	67,084
4	72,395	73,481	74,583	75,329	76,082
5	81,035	82,251	83,484	84,319	85,162
6	89,606	90,950	92,314	93,237	94,170
7	99,565	101,058	102,574	103,600	104,636
8	99,565	101,058	102,574	103,600	104,636
9	99,565	101,058	102,574	103,600	104,636
10	99,565	101,058	102,574	103,600	104,636
11	99,713	101,209	102,727	103,754	104,792
12	99,713	101,209	102,727	103,754	104,792
13	99,713	101,209	102,727	103,754	104,792
14	99,713	101,209	102,727	103,754	104,792
15	99,713	101,209	102,727	103,754	104,792
16	107,848	109,466	111,108	112,219	113,341
17	107,848	109,466	111,108	112,219	113,341
18	107,848	109,466	111,108	112,219	113,341
19	107,848	109,466	111,108	112,219	113,341
20	107,848	109,466	111,108	112,219	113,341
21	107,955	109,574	111,218	112,330	113,453

Patrols Guide
Hired Before 1/1/2012
MA

Year	2011	2012	2013	2014	2015
Academy	37,104	37,104	37,104	37,104	37,104
1	49,652	50,397	51,153	51,664	52,181
2	54,410	55,226	56,055	56,615	57,181
3	64,120	65,082	66,058	66,719	67,386
4	72,682	73,772	74,879	75,628	76,384
5	81,322	82,542	83,780	84,618	85,464
6	89,893	91,241	92,610	93,536	94,471
7	99,851	101,349	102,869	103,898	104,937
8	99,851	101,349	102,869	103,898	104,937
9	99,851	101,349	102,869	103,898	104,937
10	99,851	101,349	102,869	103,898	104,937
11	100,000	101,500	103,023	104,053	105,093
12	100,000	101,500	103,023	104,053	105,093
13	100,000	101,500	103,023	104,053	105,093
14	100,000	101,500	103,023	104,053	105,093
15	100,000	101,500	103,023	104,053	105,093
16	108,134	109,756	111,402	112,516	113,642
17	108,134	109,756	111,402	112,516	113,642
18	108,134	109,756	111,402	112,516	113,642
19	108,134	109,756	111,402	112,516	113,642
20	108,134	109,756	111,402	112,516	113,642
21	108,242	109,866	111,514	112,629	113,755

**Detective & Traffic
Hired Before 1/1/2012
AA**

Year	2011	2012	2013	2014	2015
5	81,857	83,085	84,331	85,174	86,026
6	90,430	91,786	93,163	94,095	95,036
7	100,388	101,894	103,422	104,456	105,501
8	100,388	101,894	103,422	104,456	105,501
9	100,388	101,894	103,422	104,456	105,501
10	100,388	101,894	103,422	104,456	105,501
11	100,538	102,046	103,577	104,613	105,659
12	100,538	102,046	103,577	104,613	105,659
13	100,538	102,046	103,577	104,613	105,659
14	100,538	102,046	103,577	104,613	105,659
15	100,538	102,046	103,577	104,613	105,659
16	108,674	110,304	111,959	113,078	114,209
17	108,674	110,304	111,959	113,078	114,209
18	108,674	110,304	111,959	113,078	114,209
19	108,674	110,304	111,959	113,078	114,209
20	108,674	110,304	111,959	113,078	114,209
21	108,783	110,415	112,071	113,192	114,324

**Detective & Traffic
Hired Before 1/1/2012
BA**

Year	2011	2012	2013	2014	2015
5	82,287	83,521	84,774	85,622	86,478
6	90,859	92,222	93,605	94,541	95,487
7	100,817	102,329	103,864	104,903	105,952
8	100,817	102,329	103,864	104,903	105,952
9	100,817	102,329	103,864	104,903	105,952
10	100,817	102,329	103,864	104,903	105,952
11	100,968	102,483	104,020	105,060	106,111
12	100,968	102,483	104,020	105,060	106,111
13	100,968	102,483	104,020	105,060	106,111
14	100,968	102,483	104,020	105,060	106,111
15	100,968	102,483	104,020	105,060	106,111
16	109,104	110,741	112,402	113,526	114,661
17	109,104	110,741	112,402	113,526	114,661
18	109,104	110,741	112,402	113,526	114,661
19	109,104	110,741	112,402	113,526	114,661
20	109,104	110,741	112,402	113,526	114,661
21	109,213	110,851	112,514	113,639	114,775

**Detective & Traffic
Hired Before 1/1/2012
MA**

Year	2011	2012	2013	2014	2015
5	82,574	83,813	85,070	85,920	86,780
6	91,146	92,513	93,901	94,840	95,788
7	101,104	102,621	104,160	105,201	106,253
8	101,104	102,621	104,160	105,201	106,253
9	101,104	102,621	104,160	105,201	106,253
10	101,104	102,621	104,160	105,201	106,253
11	101,254	102,773	104,314	105,358	106,411
12	101,254	102,773	104,314	105,358	106,411
13	101,254	102,773	104,314	105,358	106,411
14	101,254	102,773	104,314	105,358	106,411
15	101,254	102,773	104,314	105,358	106,411
16	109,390	111,031	112,696	113,823	114,962
17	109,390	111,031	112,696	113,823	114,962
18	109,390	111,031	112,696	113,823	114,962
19	109,390	111,031	112,696	113,823	114,962
20	109,390	111,031	112,696	113,823	114,962
21	109,500	111,143	112,810	113,938	115,077

Patrols Guide
Hired After 1/1/2012
AA

Year	2012	2013	2014	2015
Academy	37,104	37,104	37,104	37,104
1	45,375	46,056	46,516	46,981
2	52,190	52,973	53,503	54,038
3	59,005	59,890	60,489	61,094
4	65,820	66,807	67,475	68,150
5	72,635	73,725	74,462	75,206
6	79,450	80,642	81,448	82,263
7	86,265	87,559	88,435	89,319
8	93,080	94,476	95,421	96,375
9	99,895	101,393	102,407	103,431
10	100,621	102,130	103,152	104,183
11	100,771	102,283	103,305	104,338
12	100,771	102,283	103,306	104,339
13	100,771	102,283	103,306	104,339
14	100,771	102,283	103,306	104,339
15	100,771	102,283	103,306	104,339
16	109,028	110,664	111,770	112,888
17	109,028	110,664	111,770	112,888
18	109,028	110,664	111,770	112,888
19	109,028	110,664	111,770	112,888
20	109,028	110,664	111,770	112,888
21	109,138	110,775	111,883	113,002

Patrols Guide
Hired After 1/1/2012
BA

Year	2012	2013	2014	2015
Academy	37,104	37,104	37,104	37,104
1	45,750	46,436	46,901	47,370
2	52,565	53,353	53,887	54,426
3	59,380	60,271	60,873	61,482
4	66,195	67,188	67,860	68,538
5	73,010	74,105	74,846	75,595
6	79,825	81,022	81,833	82,651
7	86,640	87,940	88,819	89,707
8	93,455	94,857	95,805	96,763
9	100,270	101,774	102,792	103,820
10	101,058	102,574	103,600	104,636
11	101,209	102,727	103,754	104,792
12	101,209	102,727	103,754	104,792
13	101,209	102,727	103,754	104,792
14	101,209	102,727	103,754	104,792
15	101,209	102,727	103,754	104,792
16	109,466	111,108	112,219	113,341
17	109,466	111,108	112,219	113,341
18	109,466	111,108	112,219	113,341
19	109,466	111,108	112,219	113,341
20	109,466	111,108	112,219	113,341
21	109,574	111,218	112,330	113,453

Patrols Guide
Hired After 1/1/2012
MA

Year	2012	2013	2014	2015
Academy	37,104	37,104	37,104	37,104
1	46,000	46,690	47,157	47,628
2	52,815	53,607	54,143	54,685
3	59,630	60,524	61,130	61,741
4	66,445	67,442	68,116	68,797
5	73,260	74,359	75,102	75,854
6	80,075	81,276	82,089	82,910
7	86,890	88,193	89,075	89,966
8	93,705	95,111	96,062	97,022
9	100,520	102,028	103,048	104,079
10	101,308	102,828	103,856	104,894
11	101,459	102,981	104,011	105,051
12	101,459	102,981	104,010	105,050
13	101,459	102,981	104,010	105,050
14	101,459	102,981	104,010	105,050
15	101,459	102,981	104,010	105,050
16	109,716	111,361	112,475	113,600
17	109,716	111,361	112,475	113,600
18	109,716	111,361	112,475	113,600
19	109,716	111,361	112,475	113,600
20	109,716	111,361	112,475	113,600
21	109,824	111,472	112,586	113,712

**Detective and Traffic
Hired After 1/1/2012
AA**

Year	2012	2013	2014	2015
5	73,635	74,740	75,487	76,242
6	80,450	81,657	82,473	83,298
7	87,265	88,574	89,460	90,354
8	94,080	95,491	96,446	97,411
9	100,895	102,408	103,433	104,467
10	101,894	103,422	104,457	105,501
11	102,046	103,577	104,612	105,659
12	102,046	103,577	104,612	105,659
13	102,046	103,577	104,612	105,659
14	102,046	103,577	104,612	105,659
15	102,046	103,577	104,612	105,659
16	110,304	111,959	113,078	114,209
17	110,304	111,959	113,078	114,209
18	110,304	111,959	113,078	114,209
19	110,304	111,959	113,078	114,209
20	110,304	111,959	113,078	114,209
21	110,415	112,071	113,192	114,324

**Detective and Traffic
Hired After 1/1/2012
BA**

Year	2012	2013	2014	2015
5	74,010	75,120	75,871	76,630
6	80,825	82,037	82,858	83,686
7	87,640	88,955	89,844	90,743
8	94,455	95,872	96,831	97,799
9	101,270	102,789	103,817	104,855
10	102,329	103,864	104,903	105,952
11	102,483	104,020	105,060	106,111
12	102,483	104,020	105,060	106,111
13	102,483	104,020	105,060	106,111
14	102,483	104,020	105,060	106,111
15	102,483	104,020	105,060	106,111
16	110,741	112,402	113,526	114,661
17	110,741	112,402	113,526	114,661
18	110,741	112,402	113,526	114,661
19	110,741	112,402	113,526	114,661
20	110,741	112,402	113,526	114,661
21	110,851	112,514	113,639	114,775

**Detective and Traffic
Hired After 1/1/2012
MA**

Year	2012	2013	2014	2015
5	74,260	75,374	76,128	76,889
6	81,075	82,291	83,114	83,945
7	87,890	89,208	90,100	91,001
8	94,705	96,126	97,087	98,058
9	101,520	103,043	104,073	105,114
10	102,579	104,118	105,159	106,210
11	102,733	104,274	105,317	106,370
12	102,733	104,274	105,317	106,370
13	102,733	104,274	105,317	106,370
14	102,733	104,274	105,317	106,370
15	102,733	104,274	105,317	106,370
16	110,991	112,656	113,782	114,920
17	110,991	112,656	113,782	114,920
18	110,991	112,656	113,782	114,920
19	110,991	112,656	113,782	114,920
20	110,991	112,656	113,782	114,920
21	111,101	112,768	113,895	115,034

1. 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.
2. The Academy step applies while the officer is in Police Training Academy only. Upon graduation from the Academy the officer shall move to Step 1 of the salary schedule. The anniversary date for the advancement to Step 2 will be calculated as one year from the attainment of Step 1. For Step 3 and on, the officers original date of hire will be used for obtaining each subsequent step thereafter.
3. When an officer is hired with a Class II certification, said officer shall start the Academy step within the salary guide. After completing the necessary hours required to obtain a Class "A" certification, the officer will immediately move to Step 1 within the salary guide, even if it is before the formal Police Academy graduation. The officer will move to step 2 within the salary guide on his original date of hire and continue his step increases on his original date of hire.
4. Step 1 is the entry-level step for all police transferees to the Department regardless of the number of years of prior service and entry-level step for all "alternate route" officers.
5. Senior patrolman step takes effect after an officer has completed fifteen (15) years of service in the Police and Fire Retirement System. . This step would take effect at the start of the sixteenth year of the officer.
6. The Detective and Traffic Officers Salaries are listed on a separate guide. The detectives salary is in recognition of the additional duties performed by the detective and is not intended, nor is it recognized, that this amount shall be considered a promotion by the Department.
7. 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..
8. 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.

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

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

Any officer or group of officers presenting a grievance pursuant to this section shall have the right to have a representative of the Association and/or 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) business days after the grievance was presented, the grievant may within an additional five (5) business days present the grievance in writing to the Chief of Police or his designee.

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

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

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

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

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

STEP 4. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if there is no timely decision, then the grievant shall petition the 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) business days of the receipt of the decision under Step 3, or within thirty (30) business days of the expiration of the time for making a timely decision under Step 3, unless otherwise extended by written consent of the parties.

The arbitrator shall be 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

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 XXXIV
ASSIGNMENT OF BADGE NUMBERS

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

**ARTICLE XXXV
RETROACTIVITY**

This agreement and the compensation authorized hereunder shall be retroactive to January 1, 2012.

All officers employed on January 1, 2012, shall have their salary steps increased across the board by 1.5% retroactive to January 1, 2012. Officers hired between January 2, 2012, and December 31, 2012, will be paid retroactive to their start date. Officers who were not already at the top step of their respective salary guide are to be advanced one step on their respective guide on their 2012 anniversary date of hire.

All officers employed on January 1, 2013, shall have their salary steps increased across the board by 1.5% retroactive to January 1, 2013. Officers hired between January 2, 2013, and July 10, 2013, will be paid retroactive to their start date. Officers who were not already at the top step of their respective salary guide are to be advanced one step on their respective guide on their 2013 anniversary date of hire.

Effective January 1, 2014, all steps of the negotiated salary guide shall be increased by 1% across the board. All officers who are not already at the top step of their respective salary guides shall be advanced one step on the negotiated salary guides on their 2014 anniversary date of hire.

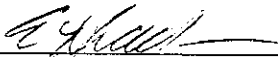
Effective January 1, 2015, all steps of the negotiated salary guide shall be increased by 1% across the board. All officers who are not already at the top step of their respective salary guides shall be advanced one step on the negotiated salary guides on their 2015 anniversary date of hire.

Any additions, deletions or changes stated herein are subject to ratification by the Township Committee of the Township of Manalapan and the membership of the Association.

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

P.B.A. LOCAL NO. 229

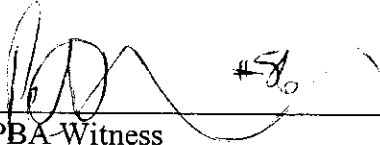
TOWNSHIP OF MANALAPAN




Edward Hedden
PBA President



Susan Cohen
Mayor



PBA Witness



Regina Peteroti
Municipal Clerk

Date: 7/11/13

Date: 7/11/13

JULY 2008

ATROLS

6/24/08

DAY SHIFT

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

R = 0700 - 1700

S = 0700 - 1530

SWING SHIFT

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

R = 1400 - 2400

S = 1500 - 2330

MIDNIGHTS

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

Handwritten initials and marks: PA, (S), (PC), and a signature.

DETECTIVES

JULY

3/25/2008

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	
1800	E	F	G					B	C	H	B	C	H	E	F	G	E	F	G			B	C	H	E	F	G			B	C	H
2000	B	C	H	B	C	H	E	F	G	E	F	G			B	C	H	B	C	H			E	F	G			B	C	H		

AUGUST

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	
1800					B	C	H	B	C	H	E	F	G	E	F	G			B	C	H	B	C	H	E	F	G			B	C	H
2000	B	C	H	E	F	G	E	F	G			B	C	H	B	C	H	E	F	G			E	F	G			B	C	H		

ER
R
SC

TRAFFIC 2008

JULY

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

700-1700

AUGUST

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

700-1700