

- ARTICLE I -

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Township of Manalapan, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as "Township", and the Superior Officers Association, hereinafter referred to as "Association" and,

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

WHEREAS, while it is recognized that the New Jersey Civil Service Act and rules and other state and federal law may have applications to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement, shall not be taken to mean that such law does not apply where relevant, and,

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

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

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

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

- ARTICLE II -

RECOGNITION AND UNION BUSINESS

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

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

C. The Township shall permit members of the Association Negotiating Committee to attend mutually scheduled collective bargaining meetings during working hours without loss of pay and the Township shall also permit members of the Association Negotiating Committee upon at least 24 hours notice to the Police Chief, Deputy Chief or designee to attend unilateral meetings with its attorney or an official designated representative during duty hours without loss of pay. The Association shall upon request of the Township submit to it the names of those persons serving in the Association Negotiating Committee, such committee not to exceed three (3) persons.

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

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

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

G. The Employer shall permit the Grievance Committee to conduct the business of the Committee which consists of conferring with the employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without the loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said

business shall not diminish the effectiveness of the Police Department nor require overtime to maintain the effectiveness of the Police Department.

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

I. Any employee covered by this agreement not wishing to belong to the Manalapan Township Superior Officers Association shall have deducted from his wages the sum equal to eighty-five percent (85%) of the Association dues and which sum shall be remitted monthly to the Association directly by the Township Treasurer. Such payment shall represent a legal deduction for each affected officer's wages. The Association agrees to indemnify and hold the Township harmless against any liability which may arise by reason of any action taken by the Township in complying with the provisions of this paragraph.

- ARTICLE III -

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 July 1, 2006, requesting a meeting to begin contract negotiations for the next contract period and such meeting shall be held within 30 days from date of request.

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

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

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

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

F. The members of the Superior Officers Association Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty with full pay. This Committee will designate one member as the principal spokesman during negotiations who will be delegated sufficient authority to bargain effectively. It is agreed by the Association that no more than one (1) member of the Committee will be released from each division, so that such release time will not diminish the effectiveness of the Police Department. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled starting time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties. Negotiation Committee members may request additional time from their supervisor.

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

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

- ARTICLE IV -

EMPLOYEE RIGHTS

The wide ranging powers and duties given to the department and its members involve them in much contact and many relationships with the public from which arises questions concerning the actions of the members of the Police Department. In an effort to ensure that any investigations arising out of such contact are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a police officer concerning non-criminal matters shall be insofar as practical when the officer is on duty.
2. Prior to such investigation, the officer shall be informed of the nature of the investigation, if the informant or complainant is anonymous, and if the officer is being interrogated solely as a witness. This officer shall be apprised of all non-confidential information concerning any allegation.
3. The interrogation shall be conducted for a reasonable length of time.
4. The interrogation of the officer shall not be recorded without his knowledge.
5. The officer shall not be threatened with transfer, dismissal, or any other disciplinary action, nor may promises of any nature be made as an inducement to answering questions.

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

6. Prior to any interrogation by any investigating police officer or any other Township Official in a non-criminal matter which would probably lead to charges being brought against the employee, the employee may, if he so desires, notify the Association of such interrogation and request the presence of a member of the Executive Board of the Association or his designee, provided the Executive Board member is able to appear within a reasonable time.
7. No officer shall be disciplined without just cause. Any minor disciplinary action against an officer shall be subject to the grievance procedure contained herein. Specifically excluded from the grievance procedure are suspensions of over five (5) days and/or dismissals.
8. No officer's assigned schedule shall be altered to reduce work hours for the purpose of reducing or avoiding the payment of overtime compensation.

- ARTICLE V -

NON-DISCRIMINATION

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

- ARTICLE VI -

ACCESS TO PERSONNEL FILE

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

The inspection shall take place in a private place provided by the Township and the officer may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of the statements, writings, or information contained in his personnel file. The cost of copying to be borne by the employee.

- ARTICLE VII -

LEGAL EXPENSES

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

2 The Township shall not be obligated to pay in excess of \$600 for attorneys fees for any single municipal court appearance by any attorney on behalf of an officer. The Township shall pay for all reasonable legal expenses within three months of submission of a voucher provided that in a criminal matter there has been a final determination as set forth in Paragraph 1 above.

- ARTICLE VIII -

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act, any court of competent jurisdiction , or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

- ARTICLE IX -

SICK LEAVE

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

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

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

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

E. The Township reserves the right to have any officer reported or reporting as ill or disabled to be examined by a physician designated by the Township. The Township may require an officer who has been off duty for a period in excess of 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.

F. Leave of absence with or without pay may be granted by the Township Committee to a full-time employee, if ill or disabled, not resulting from duties performed during his/her employment, and when such illness or disability is evidenced by certificate of the examining physician appointed by the Township Committee. A leave of absence shall be granted only when the employee has expended his/her accumulated sick leave and vacation. A leave of absence with pay shall not exceed one (1) year.

G. When a leave of absence without pay is granted to an employee for sickness or injury, not job related, the employee's anniversary date will change upon his/her return to work. Said leave shall be subject to the terms and conditions established by the Township Committee.

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

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

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

K. For absences due to a job-related illness or injury as determined by the State's Workers' Compensation Program, the Township shall pay the officer the difference between the Workers' Compensation payment and the officer's salary, with no loss in the officer's authorized sick leave for a period of up to two (2) months for each year's employment with Manalapan, not to exceed twelve (12) months.

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

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

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

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

#### P. Maternity Leave

Maternity leave shall be granted for up to six months by the Township Committee or its designee provided the request by the affected Officer is made in writing to the Township Administrator no later than the Officer's fifth month of pregnancy. The affected employee shall be entitled to utilize any amount of her

accumulated sick leave during this maternity leave with the remainder of the requested leave being treated as an unpaid child-rearing leave of absence, during which time said Officer would continue to receive all contractual benefits provided in the Collective Bargaining Agreement between the Township and the SOA.

- ARTICLE X -

OVERTIME PAY

A. Definition of Overtime

Any time authorized and spent at regular duties or other assigned duties, consistent with this Agreement, whether before or after regular working hours, or any scheduled non-working hours, or any scheduled non-working day according to the work schedule of the officer, in excess of five (5) hours. For the purpose of this contract, "paid overtime" shall be considered to be apart, aside, and different from "compensatory time".

B, Overtime shall only be paid when an employee of the Superior Officers Association works in excess of five (5) hours of a shift for any member who is absent from duty . Overtime will be authorized by the Chief of Police or his designees on a case by case basis. No Sergeant or Lieutenant will cross from one division, bureau or unit to another to cover any overtime shift without the approval of the Chief of Police or his designee. Notwithstanding the provision of this paragraph, the parties acknowledge that the PBA contract requires payment of a police officer in the absence of a Sergeant or Lieutenant. Such payment shall not constitute a violation of this agreement.

C. For the purpose of overtime, the following will constitute the three (3) shifts of the Manalapan Police Department for Sergeants (Road Supervisors); midnight shift , day shift, and evening shift. The following times will constitute the two shifts for Lieutenants: Evening shift; midnight shift. Officers will be permitted by this contract to work entire shifts when covering for any absent supervisor.

D. Overtime shall be compensated at straight time, either as compensatory time off or cash payment at the discretion of the officer.

E. For the purpose of this contract, compensatory time is defined as time other than "paid overtime", and shall be accrued on a one for one basis. In order to earn compensatory time, a member of the Superior Officer's Association must report for work earlier than 45 minutes or work longer than 45 minutes past the shift. Compensatory time must be authorized by the Chief of Police and cannot be aggregated (totaled) to reach the five (5) hours necessary to be paid, three (3) two (2) hour blocks of time cannot be totaled and expected to be paid for six (6) hours overtime.

F. Compensatory time shall be used only upon request of the officer and with the approval of the Chief of Police. Accumulated compensatory time shall

not exceed seventy-five (75) hours unless otherwise approved by the Chief of Police.

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

H. Officers who should be required to appear before any Grand Jury, Municipal Court, County Court, State Court, Superior Court, State Supreme Court, Federal Court, or any matter other than a civil action, that is not during the officer's regularly assigned shift, will be granted compensatory time on a call back status for court appearances.

I. Any overtime, as defined herein, will be compensated by overtime pay or where provided, by compensatory time at a rate of one hour's pay or compensatory time off for each one hour of overtime worked, until the officer works 171 hours in a scheduled 28 day period after which overtime is compensated at the rate of time and a half for each hour worked. Hours worked to qualify for the time and a half rate after 171 hours in a 28 day period shall include sick time, vacation time, personal days, bereavement leave, and the use of previously accumulated compensatory time. In a given pay period, accumulated compensatory hours will be used only after all compensatory hours earned during that pay period have been used.

J. In the event a member of the Superior Officers Association is called to duty from an off-duty status, a minimum of five (5) hours call back will be granted. If the officer is required to remain in excess of the five (5) hours, he/she will be eligible for overtime status at the officer's request.

K. An officer will be required to attend staff meetings scheduled by the Chief or Deputy Chief despite being on off-duty status. Should the officer be on off-duty status, he will receive straight time pay with no call-back.

- ARTICLE XI -

HOLIDAY PAY

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

B. The total number of paid holidays will be fourteen (14). These holidays are as follows:

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

- ARTICLE XII -

PERSONAL DAYS

Each full-time officer covered by this Agreement shall receive three (3) days off during each year of this Agreement. Request for such personal days shall be conveyed in writing, or orally with written confirmation only in extenuating circumstances, to the Chief of Police or his designee. Except in cases of emergencies, requests for a personal day shall be submitted at least seventy-two (72) hours before the day requested as a personal day.

- ARTICLE XIII -

HEALTH COVERAGE

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

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 who retire, and or through disability, retire, coverage in the New Jersey Public Employee Health Benefits Program subject to the provisions of Chapter 88 N.J.S.A.

C. Officers currently enrolled in the Traditional Plan may maintain their current level of coverage.

In the event a husband and wife both work for the Township, the Township may only be required to offer coverage to one of the employees, even in the event the husband and wife are members of different bargaining units. To compensate the spouse 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.

- ARTICLE XIV -

PENSIONS

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

- ARTICLE XV -

MUTUAL AID

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

- ARTICLE XVI -

ACCRUAL OF BENEFITS

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

B. If an officer should die, whether on or off duty, while in the employment of the Township, all unused vacation, compensatory time, not to exceed fifty (50) hours, to which he/she would have been fully entitled, his/her estate shall receive their full monetary value.

- ARTICLE XVII -

DENTAL PLAN

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

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

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

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

- ARTICLE XVIII -

IN-SERVICE TRAINING

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

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

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 part of a seminar that includes a meal paid for by the Township.

- ARTICLE XIX -

AUTOMOBILE USE

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

- ARTICLE XX -

OTHER FACILITIES AND EQUIPMENT

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

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

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

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

- ARTICLE XXI -

CLOTHING ALLOWANCE

A. The clothing allowance to each officer for each of the calendar years 2004, 2005 and 2006 is the sum of \$1,500. The uniform allowance is prorated upon leaving the service of the Township as a police officer.

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

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

D. The cost of uniforms or clothing damaged in the line of duty shall be reimbursed in full if damaged during an altercation and at 50% of the cost if damaged otherwise.

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

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

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

- ARTICLE XXII -

GRIEVANCE PROCEDURES

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

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

A GRIEVANCE shall be presented within fourteen (14) 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 an attorney present at all steps of the grievance procedure.

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

STEP 2: If the grievant(s) is/are not satisfied with the disposition of the grievance in Step 1, or if no solution has been agreed to within five (5) 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 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), the grievant's designated Association representative, and/or his/her attorney, and the grievant's supervisor to discuss the issues. The grievant(s) and the designated Association representative shall suffer no loss in pay or benefits for time lost from scheduled work in order to attend a grievance meeting held pursuant to Step 3.

The Township Administrator shall render a decision within ten (10) 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 SOA and request that this matter be brought to arbitration. If the SOA determines that the matter is meritorious, it shall file for arbitration consistent with the PERC rules and regulations within forty-five (45) days of the receipt of the decision under Step 3, or within forty five (45) days of the expiration of the time for making a timely decision under Step 3, unless otherwise extended by written consent of the parties.

The arbitrator shall be chosen pursuant to the rules of the Public Employee Relations Commission. The arbitrator shall be bound by the collective negotiations agreement between the parties and past practice. The cost of the arbitration shall be borne by the losing party, and the decision of the arbitrator shall be binding on the parties.

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

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

- ARTICLE XXIII -

LONGEVITY AND SENIORITY

A. LONGEVITY

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

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

B. SENIORITY

1. General Provisions

Seniority in the department is established first by rank and secondly by time served in rank whether on a regular, assigned, or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the promotion examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher ranking command or supervisory officer.

2. Procedure

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

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

- ARTICLE XXIV -

CHANGES IN WORK SCHEDULE

Notwithstanding the preparation of a work schedule and the assignment of an officer to such a schedule is recognized as the prerogative of the Township, an officer shall receive five (5) days notice of any change in his regular work shift unless an emergency is declared by the Chief of Police and/or his representative.

- ARTICLE XXV -

COLLEGE INCENTIVE PROGRAM

A. It is of utmost importance that management personnel be exposed to continuing education to enhance their ability and also to be exposed to the newest trends available in this field.

B. With this in mind, the Township agrees to reimburse 100% of the cost of tuition, books, and registration fees for college level courses that lead to a police-related undergraduate degree (AA or BA) for all Superior Officers Association members in the following manner:

1. 100% of the cost of all college level courses undertaken by the employee that lead to a police-related undergraduate-degree (AA or BA) to be borne by the Township. An officer may take college level courses that lead to a police-related degree (AA or BA) at any state recognized county college or any four year college accredited by the Middle States Association of Colleges and Schools; however, the standard of credit payment shall not exceed that of any four year state college chosen by the Township.

2. A copy of a transcript supplied by the employee will be sufficient for payment in this area.

3. 100% of the total amount for registration and books for these courses that lead to a police-related undergraduate degree (AA or BA) will be borne by the Township. A receipt supplied by the employee at the time of purchase will be sufficient for payment in this area. Books are the property of the employee.

4. To be reimbursed for payment in this article, the passing grade must be attained and met by the employee for the courses allowed.

5. All members of the Superior Officers Association presently enrolled in undergraduate (AA or BA) college degree programs are authorized to continue their degree programs at their present college.

6. No employee may enroll in more that two (2) courses per semester.

7. Reimbursement will only be made for undergraduate courses leading to a police related AA or BA level degree only – and not for graduate level courses

C. To qualify for any assistance under this Article, the employee must submit a request for enrollment pre-approval for any college course or program to the

Chief of Police who shall approve or disapprove such request within ten (10) working days.

D. Each officer who was a member of the Police Department prior to January 1, 1997 shall be authorized educational leave with full pay for a maximum of 100 hours annually to attend undergraduate college classes for courses which the employer and the employee have agreed to share the cost by the terms of the this Article. The officer shall make an effort to schedule courses in such a way as to minimize the need for such paid leave.

E. An education bonus will be included into the officer's base salary for police related degrees as follows:

AA	\$375.00
BA	\$750.00

- ARTICLE XXVI -

SALARIES

	<b>2004</b>	<b>2005</b>	<b>2006</b>
Sergeant w/o degree	85,746	89,176	92,743
Sergeant w/ Associates degree	86,282	89,733	93,322
Sergeant w/ Bachelors degree	86,818	90,291	93,903
Senior Sergeant w/o degree	88,246	91,776	95,447
Senior Sergeant w/ Associates degree	88,782	92,333	96,026
Senior Sergeant w/ Bachelors degree	89,318	92,891	96,607
Lieutenant w/o degree	94,466	98,245	102,175
Lieutenant w/ Associates degree	94,992	98,791	102,743
Lieutenant w/ Bachelors degree	95,618	99,442	103,420
Senior Lieutenant w/o degree	96,966	100,845	104,879
Senior Lieutenant w/ Associates degree	97,492	101,391	105,447
Senior Lieutenant w/ Bachelors degree	98,118	102,042	106,124
Captain w/o degree	105,977	110,216	114,625
Captain w/ Associates degree	106,606	110,870	115,305
Captain w/ Bachelors degree	107,235	111,525	115,986
Senior Captain w/o degree	108,477	112,816	117,329
Senior Captain w/ Associates degree	109,106	113,470	118,009
Senior Captain w/ Bachelors degree	109,735	114,125	118,690

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

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

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

- ARTICLE XXVII -

SPECIAL LEAVES

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

1. Death: Up to and including seven (7) consecutive working days, one of which must be the date of the funeral in the event of death of the officer's spouse, domestic partner or child.

2. Death: Up to and including five (5) consecutive working days, one of which must be the date of the funeral in the event of death of an officer's parent, brother or sister.

3. Death: Up to and including three (3) consecutive working days, one of which must be the date of the funeral in the event of death of an officer's:

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

An officer may use an equal amount of sick leave in that leave provided under section one for bereavement purposes without a doctor's certification of illness.

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 Police Department, the Police Chief may grant to an appropriate number of officers sufficient time off to attend the funeral.

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

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

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

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

- ARTICLE XXVIII -

VACATIONS

A. Annual vacation leave with pay shall be earned as of the anniversary date of the officer's appointment.

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

1. After the completion of two (2) years of service and through the tenth (10) year of service - fifteen (15) working days vacation;

2. After the completion of ten (10) years of service and through the fifteenth (15) year of service - eighteen (18) working days vacation;

3. After the completion of fifteen (15) years of service, and through the twentieth (20) year of service - twenty working days vacation;

4. After the completion of the twentieth (20) year of service, twenty five (25) working days vacation.

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

D. Recognizing that scheduling of vacation is a prerogative of the Township, and in order to maintain efficiency, vacation periods shall be 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 submitted in writing subsequent to March 15th 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 (6), 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, then, in that event, the officer's vacation days remaining over the number of six (6) which correspond to the days denied, shall also accumulate and be carried over to the succeeding calendar year. All vacation requests shall be submitted at least thirty (30) days prior to the requested vacation period, but the Chief of Police has the discretion to waive this requirement.

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

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

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

- ARTICLE XXIX -

ANNUAL PHYSICAL

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

- ARTICLE XXX -

FALSE ARREST AND LIABILITY INSURANCE

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

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

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

- ARTICLE XXXI -

FULLY BARGAINED PROVISION

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

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

ARTICLE XXXII

INDEMNIFICATION

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

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

SUPERIOR OFFICERS ASSOCIATION

TOWNSHIP OF MANALAPAN

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

\_\_\_\_\_  
Beth Ward, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_