

**AGREEMENT**

**BETWEEN**

**BOROUGH OF MANVILLE**

**and**

**MANVILLE PBA LOCAL NO. 236**

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**JANUARY 1, 2012 through DECEMBER 31, 2015**

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## INDEX

ARTICLE		PAGE
I	RECOGNITION.....	1
II	LEGAL REFERENCES.....	2
III	POLICE OFFICERS RIGHTS.....	3
IV	MANAGEMENT RIGHTS.....	5
V	WORK WEEK.....	6
VI	SALARIES.....	8
VII	OVERTIME.....	9
VIII	LONGEVITY.....	11
IX	CLOTHING AND EQUIPMENT.....	12
X	VACATION.....	13
XI	HOLIDAYS.....	15
XII	SICK LEAVE.....	17
XIII	LEAVE OF ABSENCE.....	21
XIV	BEREAVEMENT LEAVE.....	22
XV	HEALTH/MEDICAL/RETIREMENT/WELFARE PLAN.....	23
XVI	GRIEVANCE PROCEDURE.....	25
XVII	NO STRIKE CLAUSE.....	28
XVIII	DETECTIVE DIVISION.....	29
XIX	POLICE SCHOOLS.....	30
XX	PUNITIVE DAMAGES.....	31
XXI	MUTUAL AID.....	32
XXII	EQUIPMENT.....	33
XXIII	DEPARTMENTAL TRAINING.....	34
XXIV	CEREMONIAL ACTIVITIES.....	35
XXV	CONTRACT AGREEMENT.....	36
XXVI	TERM OF THE AGREEMENT.....	38
	SCHEDULE A.....	39
	SCHEDULE B.....	40

ARTICLE I

RECOGNITION

The Borough hereby recognizes the P.B.A. as the sole and exclusive bargaining representative with respect to terms and conditions of employment for all sworn Police Officers, hereinafter known as "Officers," "Police Officers" or "Members" of the Manville Police Department, Borough of Manville, New Jersey.

## ARTICLE II

### LEGAL REFERENCES

- A. Nothing contained in this Agreement shall alter the authority conferred by State Statute or Constitution, Administrative Code and the Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough Officials to follow terms contained herein: to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.
- B. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he/she may have under any other applicable laws and regulations. The rights granted to Police Officers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. If any provision of the Agreement or any application of this Agreement to any Police Officer or group of Police Officers is held not according to law, then such provisions or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State Law.

### ARTICLE III

#### POLICE OFFICERS RIGHTS

- A. Pursuant to New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, the Borough hereby agrees that every Police Officer shall have the right to freely organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, or deprive or coerce any Police Officers in the employment of the Borough, the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A, *et seq.*, that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his/her institutions of any grievances, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.
- B. Three (3) representatives of the P.B.A. shall be permitted time off to attend negotiating sessions and grievance sessions provided that the Chief of Police or his assignment Officer be given reasonable prior notice of the request and that the efficiency of the Police Department is not affected thereby. The Borough of Manville assumes no responsibility to pay representatives of the P.B.A. while attending negotiating sessions, while they are on an off duty status.

C. The Borough agrees to grant the duly elected Delegate of the Manville P.B.A. time off without loss of pay to attend the regularly scheduled meetings of the New Jersey P.B.A.

D. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer's actions is to be placed in their personnel file, a copy shall be made available to the officer and the officer shall be given the opportunity to prepare a rebuttal. If a rebuttal is prepared, the rebuttal will be placed in the personnel file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

## ARTICLE IV

### MANAGEMENT RIGHTS

- A. Except to the extent expressly modified by a specific provision of this Agreement, the Borough of Manville reserves and retains solely and exclusively all of its statutory and Common Law Rights to manage the operations of the Police Department of the Borough of Manville, New Jersey as such rights existed prior to the execution of this or any other Agreement with the P.B.A.
- B. The Borough of Manville retains all rights vested or conferred upon it pursuant to Laws and the Constitution of the United States Government and Government of the State of New Jersey including, but without limiting the generality of the foregoing, the following rights.
1. The executive management and administrative control of the Manville Government and its properties and facilities and the activities of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to provide for promotions or transfer.
  3. To suspend, demote, discharge or take other disciplinary actions for the good and just cause according to law.
  4. To exercise any of the foregoing powers, rights, authority, duty and responsibility of the Borough of Manville, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.

## ARTICLE V

### WORK WEEK

- A. The normal work week for Police Officers shall begin on Monday morning at 12:01 am and end on the following Sunday at 12 midnight. The standard weekly work schedule for members covered by this Agreement requires continuous service throughout the seven day work week. For members assigned to the Patrol Division, the regular hours of work shall be twelve (12) consecutive hours per day, averaging 40 hours per week. Members shall have twelve (12) hour work periods. Members shall be paid in accordance with the compensation rates established in this collective bargaining agreement for eighty (80) hours at straight time in each two (2) week rotation. Members shall be entitled to nine (9) compensatory vacation days in lieu of monetary reimbursement for the additional four (4) hours scheduled during the regular two (2) week rotations. However, any part of the compensation can be in the form of overtime pay if agreed upon by the Chief of Police and the officer. Members shall be entitled to the above compensatory vacation days as of January 1 of each calendar year and shall not be penalized for any abbreviated day or lost work time.
- B. Compensatory vacation time shall be scheduled and allotted in accordance with the scheduling procedures specified in Article X.
- C. Police Officers shall work in accordance with a schedule determined by the Chief of Police or his assignment officer, which schedule shall be posted two (2) weeks in advance.



- D. On the 7:00 a.m. – 7:00 p.m. work day, members under this agreement shall be entitled to two (2) fifteen 15 minute breaks and two (2) one-half (1/2) hour lunches. The 7pm-7am work day shall have two (2) fifteen (15) minute breaks and one (1) one-half (½) hour lunch. These shall not be taken consecutively. Breaks shall be under the supervision of the Chief of Police and Superior Officers.
- E. It is the intent of the Borough that scheduling of personnel will not generally include use of a “split-shift,” although the Borough reserves the right to schedule personnel as necessary in an emergency as declared by the Governing Body, Governor or President of the United States.
- F. Assignment of Special Officers to regular duty shifts without first notifying every regular Police Officer shall be in violation of this contract. The Officer in charge of Headquarters shall be required to make only one attempt to reach all of the regular Police Officers.

## ARTICLE VI

### SALARIES

- A. Base annual salaries for employees covered by this Agreement shall be as set forth on Schedule A attached.
- B.
  - 1. All personnel will receive salary increments annually in accordance with Schedule A attached.
  - 2. Increases shall be calculated on base salary, holiday pay and longevity pay.
  - 3. Eligible Police Officers shall receive step increments on their employment anniversary dates during each year of this contract until they have reached the maximum.
- C. Any Officer assigned to the duties of a higher ranking Officer for fourteen (14) consecutive twelve (12) hour working days or twenty (20) consecutive eight (8) hours working days or more, shall be compensated for those days at the rate of the higher rank as if he were assigned permanently to that rank. This compensation would be retroactive to the first day worked at that higher position.

## ARTICLE VII

### OVERTIME

- A. It is agreed between the Borough and the P.B.A. that overtime as defined for purposes of this Agreement shall be any time worked in addition to the regularly scheduled work period or twelve (12) hour day in accordance with Article V. Regular sworn full time Police Officers shall be given preference over Special Police Officers for overtime work.
- B. Regular Police shall receive monetary pay at a rate of time and one-half (1½) for any overtime worked.
- C. Rotational shift personnel that rotate on a two (2) shift basis, shall be paid monetarily for overtime and compensatory time shall not be awarded in lieu of payment unless expressly agreed upon by both Assignment Officer and individual, in which case the compensatory time shall be at the convenience of the individual, with mutual consent of the Assignment Officer.
- D. Officers assigned to the Criminal and Youth Division who work an eight (8) hour shift, forty (40) hour work week shall be given the option of requesting compensatory time off at time and one-half (1½) in lieu of payment. Said compensatory time to be taken at the Officer's convenience with permission of the Chief of Police or his Assignment Officer. Overtime is any extra time worked in addition to regularly scheduled forty (40) hour work week or eight (8) hour day.
- E. Payment for the overtime shall be included in the salary check due to the Officer for the pay period following that pay period in which the overtime occurred.

- F. If any Officer is required to make any court appearance, other than working on a regular shift, this time shall be considered as overtime and shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) times his hourly rate.
- G. The Police Assignment Officer shall keep a yearly log of all overtime. Every attempt shall be made to keep overtime on a parity basis. The overtime record shall be kept at the main Police Desk to allow shift leaders to assign overtime shifts appropriately. All time refused to work will count towards the parity basis for assigning of overtime by the Assignment Officer.
- H. If any Officer is called in to work at a time other than his/her regular tour of duty, he/she shall be paid for a minimum of two (2) hours at the rate of time and one-half ( $1\frac{1}{2}$ ) his/her hourly rate so long as the recall is not contiguous with the employee's regular work shift. Court appearances and range qualifications are defined as part of the definition of work.

ARTICLE VIII

LONGEVITY

A. In addition to base salary, Police Officers shall be entitled to longevity compensation as provided herein, according to the following schedule:

	2012	2013	2014	2015
Fifth year of service	\$1417.64	\$1,438.90	\$1,453.29	\$1,482.36
Tenth year of service	\$1804.28	\$1,831.34	\$1,849.66	\$1,886.65
Fifteenth year of service	\$2190.92	\$2,223.78	\$2,246.02	\$2,290.94

B. Compensation for longevity to eligible members shall be made on the pay period following their anniversary date.

C. Longevity pay shall be added to the Officer's base salary for pension and salary increase purposes.

D. Any Police Officer hired after January 1, 1996 shall not be entitled to the aforementioned compensation.

## ARTICLE IX

### CLOTHING AND EQUIPMENT

- A. The Borough agrees to furnish all newly appointed Officers with original uniforms and clothing as outlined below.

New Police Officers sworn in and appointed to probationary duty shall receive four (4) sets of trousers, two (2) long sleeve shirts, two (2) short sleeve shirts, one (1) neck tie, one (1) pair of shoes, one (1) belt, one (1) set of rain gear with boots and winter clothing, including a winter coat. The Officer shall also be issued a service weapon as per department policy, with holster, handcuffs and related equipment which complies with present police departmental dress standards.

- B. The Borough shall supply replacement uniforms to all members of the Uniformed Force. The issue of various items will be on an as-needed basis, with ultimate responsibility for determination as to need, with the Chief of Police.

- C. Men assigned to plain clothes will receive Six Hundred Seventy-five (\$675.00) dollars per annum made available for repair and replacement of all clothing, including uniforms. These funds will be available on receipt turn-in basis.

ARTICLE X

VACATION

A. EARNED VACATION:

Police Officers shall be entitled to vacation based upon length of time employed as hereinafter provided.

1. VACATION TIME:

A Police Officer shall receive vacation time according to his/her anniversary date in any calendar year, regardless of when during the year that anniversary falls. If a Police Officer leaves the employ of the Borough prior to his/her reaching that anniversary date, any extra vacation time taken, but not yet earned, will be owed to the Borough and their pay will be adjusted accordingly.

B. NUMBER OF DAYS:

Police Officers will be entitled to paid vacation in accordance with Schedule B attached.

C. PAY DURING VACATION:

All vacation shall be granted at the base salary rate. Payment for vacation periods in excess of two (2) weeks shall be made on the established pay day of the week prior to Police Officer's starting vacation. Officers are to give a minimum advance notice for vacation pay requests one (1) pay period prior to vacation.

D. VACATION SCHEDULING:

The Chief of Police or his Assignment Officer shall approve vacation periods in order to assure orderly operations and adequate continuous service, but will grant vacation periods so far as possible in accordance with desire and seniority in rank of Officer.

E. TIME OF VACATION:

Police officers may not accumulate vacation days without the permission of the Mayor and Council. Vacation period shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of the calendar year. No compensation shall be paid in lieu of Police Officer not taking his vacation time without the consent of the Mayor and Council. Members shall be allowed to take a maximum of five (5) vacation days off on a non-consecutive day to day basis.

F. VACATION BENEFITS:

Upon retirement due to disability, a Police Officer shall be entitled to the unused vacation days he/she would have normally received during that year.

G. NEW OFFICERS:

New Officers hired after January 1, 1996 shall be entitled to vacation according to the above table based on anniversary date. However, Officers hired after January 1, 1996 shall receive a maximum of twenty (20) days vacation from thirteenth (13<sup>th</sup>) year thereafter.



ARTICLE XI

HOLIDAYS

A. DESIGNATION OF DAYS:

The following days will be recognized by the Borough as holidays under this Agreement and will be observed on the traditional day:

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 DAY
1 <sup>ST</sup> FRIDAY AFTER THANKSGIVING	
CHRISTMAS	

B. HOLIDAY COMPENSATION:

Police Officers shall receive compensation under the following terms:

1. The value of the existing holiday benefit shall be folded in to base wage and is included in the calculations reflected on Schedule A annexed hereto. All members assigned to a two (2) shift rotation shall be compensated for the above fourteen (14) holidays at straight time with payment to be included in their bi-weekly paycheck for pension purposes. When a member works on one of the above named holidays, he/she shall receive six extra hours of compensation at his/her next payroll check based on his/her current hourly rate, for twelve (12) hours worked or three (3) extra hours for six (6) hours worked.
2. Members assigned to the Youth and Criminal Divisions shall have the option of taking fourteen (14) holidays off as follows:
  - i. On the scheduled day

- ii. Use the day as a floating holiday
  - iii. Be compensated an extra eight (8) hours pay for each day they choose to work, based on their current hourly rate. Holidays may not be taken in advance.
3. In the event any additional holidays are declared by the President of the United States, or the governing body of the Borough of Manville, then all Police Officers covered in this contract shall be entitled to this day. Compensation for additional holidays shall be computed on the basis as regular scheduled holidays.

## ARTICLE XII

### SICK LEAVE

#### A. DEFINITION:

Sick days are provided by the Borough of Manville to its employees for their welfare and benefit during illness or sickness. Sick leave time and/or sick days shall never be taken for personal reason, only in the event of sickness or illness. For the purpose of calculating overtime, sick time will be charged to the week of the two week rotation in which the sick time was used. Members shall not be penalized for sick time in the alternate week of the same two week rotation and shall be entitled to overtime compensation.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

#### B. AMOUNT OF SICK LEAVE:

1. All employees of the Borough are entitled to earn one and one quarter (1¼) days of sick leave for each month of actual service while employed by the Borough. Sick leave itself is not counted as time worked; *i.e.*, to earn sick leave time while on sick leave. A complete year of actual service will yield fifteen (15) sick days.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. REPORTING OF ABSENCE ON SICK LEAVE:

If an employee is absent for reason that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

1. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence or constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE:

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Borough may require an employee who has been absent due to personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. USE OF SICK LEAVE AND INSURANCE:

In instances when an employee is absent due to non-job related illness or injury, he/she may apply for use of sick days on a one-to-one substitution basis for days absent.

Any insurance benefits received during such absence shall be transferred to the Borough and the employee will be credited with accumulated sick days to an equal extent that the insurance benefits reimburse the Borough for sick leave that has been paid.

F. WORK RELATED INJURY:

Where an employee covered under this Agreement suffers a work connected injury or disability, the employer shall continue such employee at full pay for a period of not to exceed one (1) year, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act or any other insurance paid for by the employer, shall be paid over to the employer. The employee may be required to present evidence of a certificate from a responsible physician that the employee is unable to work. The employer may require the said employee to present an additional certificate from the police surgeon or other designated Borough physician.

G. RECORD KEEPING:

The record keeping of sick day accumulation shall be the function of the Borough Clerk's Office. The record shall indicate sick days accumulated to date

and sick days taken to date. Every employee has the right to the verification of his/her sick leave accumulation at any time. This request is to be made through his/her department head. Annually, the Borough Clerk's Office will prepare a statement of sick days accumulated and taken at the end of the calendar year, which shall be provided to the department head for distribution of the employees.

H. ADVANCING OF SICK DAYS:

There shall be no advancing of sick days against time to be worked.

I. ACCUMULATED SICK DAYS UPON RETIREMENT:

As an inducement to accumulate sick days, the following agreement is formulated:

1. Subject to the election of a retiree provided for in Paragraph (b), upon retirement because of age or disability, the Borough shall make a lump sum payment to the retiree on a three (3) to one (1) ratio, with a maximum accumulation of one hundred twenty five (125) days at the then prevailing rate of pay.
2. The retiree shall have the option of taking time off, at regular pay, in lieu of lump sum payment as described in Paragraph (a), at the same ratio (3-1) with a maximum of one hundred twenty five (125) days.
3. In the event of the death of an Officer, the Officer's estate shall receive payment provided for in this section.

## ARTICLE XIII

### LEAVE OF ABSENCE

- A. Leaves of absence up to thirty (30) days may be granted to employees when reason for such leave has been established based upon submission to and recommendation by the Chief of Police, Borough Administrator and final approval of the Borough Council.
- B. Such leave may be granted at the discretion of the Borough Council provided it will not interfere with the efficient operation of the Department. In unusual cases, a leave of absence may be extended at the discretion of the Borough Council.
- C. All such leaves of absence shall not result in loss of seniority status and shall be without pay. However, vacation and sick days shall not be accrued or compensated for during said absence. It is understood that no individual on leave of absence will be gainfully employed by any other employer.

ARTICLE XIV

BEREAVEMENT LEAVE

A. USE OF BEREAVEMENT LEAVE:

Every Officer by this Agreement shall be allowed four (4) days leave with pay upon the death of a member of his/her immediate family. For the purpose of this section, a member of the immediate family shall be limited to the father or stepfather, mother or stepmother, husband, wife, brother, sister, grandchildren, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of employee or grandparents of spouse, whose funeral is attended by the employee.

B. An additional day may be granted, upon request, by the Chief of Police with the concurrence of the Police Committee.



ARTICLE XV

HEALTH, MEDICAL, RETIREMENT, WELFARE PLAN

A. The Borough shall provide health insurance through the New Jersey State Health Benefits Plan or its equivalent for full time patrol officers, sergeants covered by this agreement. Full time patrol officers, sergeants covered by this agreement agree to pay a portion of their pensionable salary toward the premium of health care coverage in accordance with New Jersey law including but not limited to P.L. 2011 C.78.

The Borough shall provide disability coverage to full time patrol officers, sergeants covered by this agreement. The Borough and full time Patrol officers, sergeants covered by this agreement, agree that each are obligated to pay their respective share of the premium for the disability coverage. The Borough shall provide life insurance with a death benefit of \$15,000 to full time patrol officers and sergeants covered by this agreement at no cost to those individuals. The employer shall also pay its respective share as established by the State of New Jersey to the Police and Firemen's Retirement System with respect to each qualified member of said system in accordance with the law.

B. In the event additional health benefits become available to other municipal employees, then in that event, it is agreed between the parties of this Agreement that the Borough of Manville will provide such benefits to the employees covered by the provision of this contract. However, the cost of such additional benefits shall be offered in accordance with the law.

C. Copies of all insurance policies, or in lieu thereof, certificates of insurance, shall be furnished to the President of the P.B.A. Local #236 as soon as same become available.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### A. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limited the right of any employee having a grievance to discuss the matter informally with the Head of the Department and having the grievance adjusted without the intervention of the P.B.A.

Effective July 1, 2003 minor disciplinary matters (those with penalty of less than six (6) days of fine or equivalent suspension) shall be included within the definition of a grievance.

#### B. DEFINITION:

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the P.B.A. or the Borough.

#### C. STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for the resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived in writing by mutual consent.

STEP ONE:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within thirty (30) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) calendar days after presentation of the grievance, give his decision.

STEP TWO:

If a grievance is not resolved at STEP ONE, the moving party may, within ten (10) calendar days after receipt of the answer in STEP ONE, submit the written grievance to the Borough Administrator, who shall give his answer in writing within ten (10) calendar days of the presentation of the grievance in STEP TWO.

STEP THREE:

If the grievance is not resolved in STEP TWO, it may be appealed in writing within ten (10) calendar days after receipt of the answer in STEP TWO to the Mayor and Borough Council. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) calendar days of receipt of the appeal unless extended by mutual agreement. The written decision of the Mayor and Borough Council shall be made not later than twenty (20) calendar days after the STEP THREE meeting.

STEP FOUR, ARBITRATION:

1. In the event the grievance has not been resolved at STEP THREE, the P.B.A. may within ten (10) calendar days request arbitration. The arbitration shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.
2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator's decision shall be final and binding on all parties to this contract.
3. The cost of the services of the arbitrator shall be borne equally between the Borough and the P.B.A. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the incurring same.
4. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

## ARTICLE XVII

### NO STRIKE CLAUSE

The P.B.A. members, covenants and agrees that during the term of this Agreement, neither the P.B.A. nor any other person acting its behalf will cause, instigate, authorize, or support or condone, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any member from his position, or stoppage of work or abstinence of, in whole or in part, from the full, faithful and proper performance of the members duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The P.B.A. agrees that such action would constitute a material breach of this Agreement. The Borough agrees not to take action against non-striking members. The P.B.A. will actively discourage any strike, work stoppage, slowdown, walkout, or any other job action by its members against the Borough.

ARTICLE XVIII

DETECTIVE DIVISION

- A. Any Officer assigned to the Youth and Criminal Divisions shall be compensated an additional \$1,550.00 per annum. This added compensation shall be for being on stand-by duty during weekends and weekdays to assist during time when a detective or youth officer is needed by regular duty officers. Compensation shall be paid semi-annually, with half on June 1<sup>st</sup> and the remainder on December 1<sup>st</sup> of the current year. In the event an Officer does not serve in the Youth or Criminal Division for one (1) full year, then his/her compensation shall be figured on a monthly basis by dividing twelve (12) into the current yearly compensation.
- B. Any Lieutenant of the Manville Police Department who is on a twenty-four (24) hour on-call schedule, will receive the same compensatory benefits as an on-call Officer in the Detective Division.
- C. The Chief of Police or Officer in Charge of assignments shall post the stand-by duty roster at the main police desk at the beginning of each assignment month. One man from the Youth or Criminal Division shall be assigned this stand-by duty on a weekly basis from an impartial rotating roster.

## ARTICLE XIX

### POLICE SCHOOLS

#### A. MILEAGE:

Each Officer assigned to attend a Police School by the Chief of Police will be paid a rate of twenty-five (\$.25) cents per mile for the use of a non-Borough vehicle from Police Headquarters to the assigned school. Said money will be paid for one (1) round trip for each week or part thereof while assigned at the school. Said money will be paid upon completion of said school when Officer fills out a trip voucher that will be provided by the Chief of Police. A meal allowance of up to ten (\$10.00) dollars will be paid upon presentation of a receipt.

#### B. NUMBER OF TRIPS ALLOTTED:

In the event the Officer is assigned to a resident school where housing is provided by the on-site facilities of the school, two (2) round trip stipends will be paid for each week of attendance at this school. If said school does not provide on-site facilities for board, the Officer will be paid one (1) round trip stipend per day.

#### C. POLICE VEHICLES:

Whenever possible, at the discretion of the Chief of Police, a Police vehicle will be made available for the Police Officer to attend an assigned school in lieu of a trip voucher made out for the Officer's personal vehicle.



ARTICLE XX

PUNITIVE DAMAGES

FALSE ARREST INSURANCE:

Each Officer covered by this Agreement will be covered by False Arrest Insurance paid for and supplied by the Borough. A copy of this coverage policy will be given to the President of the P.B.A. Local #236 by the Clerk of the Borough of Manville, New Jersey.

ARTICLE XXI

MUTUAL AID

Police Officers, while rendering aid to another community at the direction of their superiors, shall be fully covered by Worker's Compensation and liability insurance and pension and all other insurance as provided by State Law or Borough Ordinance or Resolution.

## ARTICLE XXII

### EQUIPMENT

- A. The Borough or its supervisors in the Police Department shall not require any Officer to operate any equipment or machinery that is not in safe operating condition nor equipped with the safety appliances prescribed by law or regulations adopted thereto. Officers shall immediately, or at the end of their tour of duty, report all defects of equipment to their immediate superior. This superior shall then notify the Chief of Police of the unsafe equipment. The Chief of Police will take steps to provide repairs at the earliest practical time and place this equipment or machinery out of service until repairs are made, if it is unsafe to operate. The Chief of Police may authorize a subordinate to tag the unsafe equipment or machinery. All Police vehicles shall be mechanically maintained so as to insure the safety and protection of the operator and its occupants and the general public.
- B. If a deficiency of equipment, both interior or in the trunk is found by an operating Officer, he/she shall notify the Chief of Police of this deficiency in writing and shall witness same by the Officer's signature. Whenever the Chief of Police shall receive a written notice of such deficiency, he shall take immediate steps to correct this deficiency. Said immediate steps to correct deficiencies shall be initiated by the Chief of Police within twenty-four (24) hours.

ARTICLE XXIII

DEPARTMENT TRAINING

- A. In service training shall be made available to all Police Officers on Departmental time as scheduled by the Chief of Police or his designee.
- B. In service training is defined as any time allotted by the Chief of Police or his designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the Police Officer.
- C. In service training shall also include service training schools, as provided by New Jersey State Police Training Division, State Law Enforcement Planning Agency, County Chiefs of Police Association, State University or agencies dedicated to the advanced education of Police. All courses of instruction provided by these agencies and available to the Manville Police Department, shall be posted so that all Police Officers are made aware of the availability.
- D. All Police Officers interested in attending a course of instruction shall indicate his/her desire by providing his signature under the courses of instruction posted. The Police Officer shall not be limited on the number of courses in which he/she could show interest.
- E. Assignment and scheduling of Officers to attend Police schools shall be subject to approval of the Chief of Police in conjunction with the need for and availability of personnel for regular police service to the public.

ARTICLE XXIV

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral services for the said deceased Officer.

Subject to the availability of same, the Borough will permit a Borough Police vehicle to be utilized by the members in the funeral service.

Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XXV

CONTRACT AGREEMENT

- A. A Committee consisting of the representatives of the Borough and the P.B.A. shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiations meetings.
- B. The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the P.B.A. on such matters as:
1. Discussing questions arising over the interpretations and application of this Agreement.
  2. Disseminating general information of interest to the parties.
  3. Giving P.B.A. representatives the opportunity to present their view or to make suggestions on subjects of interest to employees of the bargaining unit.
  4. To notify the P.B.A. of changes in non-bargaining conditions of employment contemplated by management which may affect employees in the bargaining unit.
  5. The elimination of waste and the conservation of materials and supplies.
  6. The improvement of safety and protection for the citizens of the Borough of Manville, New Jersey, thus allowing the Borough or P.B.A. to present their views.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all the issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI

TERM OF THE AGREEMENT

This Agreement shall take effect January 1, 2012 and shall remain in full force and effect through December 31, 2015 and therefore from year to year unless either party shall give notice in writing, in accordance with procedures of the New Jersey Public Employment Relations Commission, of a desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. In the event no successor Agreement is completed, ratified and executed before December, 2015, the present Agreement will continue in full force and effect until said successor Agreement is approved.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Manville, New Jersey on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

P.B.A. LOCAL #236

BOROUGH OF MANVILLE  
SOMERSET COUNTY, NEW JERSEY

BY:

BY:

\_\_\_\_\_  
PRESIDENT, P.B.A. LOCAL NO. 236

\_\_\_\_\_  
BOROUGH REPRESENTATIVE

ATTEST:

ATTEST:

BY:

BY:

\_\_\_\_\_

\_\_\_\_\_



SCHEDULE A

SALARY

PATROL OFFICER	Effective 01/01/12	Effective 01/01/13	Effective 01/01/14	Effective 01/01/15
Beginning Salary	\$48,818	\$48,818	\$48,818	\$48,818
After one (1) year of service	\$55,651	\$55,651	\$55,651	\$55,651
After two (2) years of service	\$63,183	\$63,183	\$63,183	\$63,183
After three (3) years of service	\$70,717	\$70,717	\$70,717	\$70,717
After four (4) years of service	\$78,251	\$78,251	\$78,251	\$78,251
After five (5) years of service	\$88,429	\$88,429	\$88,429	\$88,429
After six (6) years of service	\$93,885	\$93,885	\$93,885	\$93,885
After seven (7) years of service	\$99,342	\$99,342	\$99,342	\$99,342
After eight (8) years of service	\$105,140	\$106,717	\$107,784	\$109,940
SERGEANT	\$123,005	\$124,850	\$126,099	\$128,621

SCHEDULE B

VACATION SCHEDULE

<u>ANNIVERSARY</u>	<u>12 HOUR SHIFT PERSONNEL</u>	<u>8 HOUR SHIFT PERSONNEL</u>
0-6 Months	0 Days	0 Days
6-12 Months	4 Days	4 Days
2 Through 5 Years	10 Days	12 Days
6 Through 10 Years	13 Days	15 Days
11 Through 15 Years	17 Days	20 Days
16 Through 20 Years	21 Days	25 Days
21 Years and Thereafter	25 Days	30 Days