

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE CHIEF OF POLICE FOR THE TOWNSHIP OF MANCHESTER

WHEREAS, on July 12, 2021, Robert M. Dolan was appointed as the Chief of Police for the Township of Manchester; and,

WHEREAS, the Township of Manchester and Chief Robert M. Dolan have agreed upon the terms and conditions of his employment and wish to memorialize such matters in an employment agreement; and,

WHEREAS, Township Council is satisfied with the terms of the proposed employment agreement and authorizes its execution.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor is hereby authorized to execute and the Clerk to attest to the proposed form of employment agreement with Chief Robert M. Dolan, which such agreement shall be available for public examination in the Office of the Township Clerk during normal business hours.
2. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Mayor;
 - B. Chief Robert M. Dolan;
 - C. Chief Financial Officer;
 - D. Personnel Officer.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 11th day of September 2023.



Teri Giercyk, RMC/CMC
Municipal Clerk

AGREEMENT

-BETWEEN-

**THE TOWNSHIP OF MANCHESTER,
A BODY CORPORATE,
COUNTY OF OCEAN,
STATE OF NEW JERSEY**

-AND-

**THE MANCHESTER TOWNSHIP CHIEF OF POLICE
ROBERT M. DOLAN, Jr.**

JULY 1, 2023 THROUGH DECEMBER 31, 2026

This agreement entered on this ____ day of _____, 2023, by and between the Township of Manchester, a body corporate, County of Ocean, State of New Jersey, (hereafter referred to as the Township) and the Manchester Township Chief of Police, Robert M. Dolan.

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ARTICLE I: **AGREEMENT**

The Township and the Chief of Police have reached an agreement concerning wages and other negotiable terms and conditions of employment for the term of July 1, 2023 through December 31, 2026. This agreement is effective as of July 1, 2023 and shall continue in full force and effect through December 31, 2026. If the parties have not executed a successive agreement by December 31, 2026, then this agreement shall continue in full force and effect until a successive agreement is negotiated.

For the purpose of this contract the title of Chief of Police shall mean and be interpreted as Robert M. Dolan, current Chief of Police of the Manchester Township Police Department.

ARTICLE II **SICK LEAVE**

- (A) The Chief shall earn sick time at the rate of 16 x 8-hour days per year (128 hours).
- (B) Upon retirement or termination from the police department the Chief may use accumulated sick leave to a maximum of one hundred eighty-three (183) x eight (8) hour days (1464 hours) as paid days off from work, to be taken prior to the normal retirement date.
- (C) Any accumulated sick days over and above the one hundred eighty-three (183) 8-hour days of maximum allowed under the agreement will be paid back to the Chief at the end of the year of accumulation. Payment for such excess days shall be made in the first pay period of January in the year following the accumulation.
- (D) The Township may require proof of illness from the Chief for any sick leave whenever such requirement appears reasonable.
- (E) If the Chief is on sick leave, he/she should report his/her absence to the Business Administrator as soon as possible. The Township shall have the right for monitoring and administrative purposes, to require periodic reports from the Chiefs physician on the status of the Chiefs health and ability to continue work in his/her job title and position.

- (F) Sick leave shall be pro-rated during the last year of employment.
- (G) The remainder of unused sick time will be paid at time of retirement and capped at 60 days.

ARTICLE III HOLIDAYS AND PERSONAL DAYS

- (A) Upon signing of this agreement, the following shall be recognized as holidays under this agreement, paid at time and one-half (1 ½) if worked, straight time if not worked. On any of the listed holidays, the Chief may elect to have the day off as a staff holiday. If the Chief exercises this option, he shall receive straight pay rather than time and one half pay for those holidays.

NEW YEAR'S DAY

MEMORIAL DAY

JUNETEENTH

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING DAY

CHRISTMAS DAY

- (B) If any of the above holidays are in conflict with the Chiefs religious belief, he/she may use a personal day to celebrate such religious holidays not covered by this agreement, provided that one month's notice is given to the Township Administrator.
- (C) The Chief shall receive fifty (50) hours per year for personal use. Personal days shall not accumulate from year to year. Personal time shall be pro-rated during the last year of employment.
- (D) The Chief shall be paid on the basis of a forty (40) hour work week, Sunday through Saturday. Days and hours will be flexible as needed with no maximum or minimum hours worked per day, at the discretion of the Chief, to ensure the responsible operation of the police department, as well as attendance at meetings, incidents or appearances as necessary. No compensatory time is

allowed to be awarded or accumulate.

ARTICLE IV VACATION

- (A) The Chief shall be entitled to three hundred (300) hours of vacation time. Vacation shall be taken within the year of entitlement unless otherwise authorized by the Mayor or Business Administrator to be carried over. Vacation leave shall be pro-rated during the last year of employment.
- (B) Effective July 1, 2023, The Chief shall be entitled to carry over a maximum of eighty hours (80) hours of vacation leave annually.

ARTICLE V BEREAVEMENT LEAVE

- (A) The Chief shall receive forty (40) hours leave with pay in the event of death in their immediate family.
 - 1. Immediate Family is defined as -
 - a. Spouse, and parents thereof;
 - b. Sons and daughters, and spouses thereof;
 - c. Parents, and spouses thereof;
 - d. Brothers and sisters, and spouses thereof;
 - e. Grandparents and grandchildren, and spouses thereof;
 - f. Any individuals related by blood to the Chief, or a legalward of or subject to guardianship by the Chief, who resides permanently with the Chief.
- (B) If the funeral is outside the State of New Jersey, an additional twenty (20) hours may be granted upon the approval of the Business Administrator. In no case shall the total bereavement leave exceed sixty (60) hours.
- (C) Bereavement leave must be taken contemporaneous to the death or memorial services of the immediately family member.

1. Memorial Services - One (1) day of contractual bereavement leave may be granted within one hundred twenty (120) days of the date of death of an immediate family member as defined in A.1 to attend a memorial service in lieu of funeral services.

ARTICLE VI **HEALTH INSURANCE**

- (A) Health Insurance and related coverage will be offered to the Chief of Police consistent with and equal to that offered to the PBA/SOA.
- (B) The Chief of Police shall contribute towards his medical, prescription and dental benefits as determined by the schedule set by the State of New Jersey P.L. 2011 Chapter 78 while employed by the Township.
- (C) The Chief of Police, except when retiring on an accidental disability, shall be required to contribute upon retirement, to the premium or periodic cost of medical and prescription coverage at the rates listed below:

Coverage	Percentage Paid towards Benefits
Single Coverage	Tier 1 Rate
Family Coverage	Tier 2 Rate
Member/Spouse	Tier 1 Rate

- (D) The Chief of Police will be provided with a life insurance benefit equal to other department heads. The insurance shall have the same terms and conditions as the policies provided by the Township's approved Life Insurance Company with a medical life insurance benefit of \$15,000.

ARTICLE VII **LIABILITY PROTECTION**

- (A) The Township shall maintain in effect public liability insurance, in an amount adequate to protect the Chief against damage awards granted in negligence and maintain in effect liability insurance in an amount adequate to protect the Chief

against claims for compensatory damage arising out of alleged gross negligence, malicious prosecution, false arrest, slander, liable and similar torts.

- (B) Upon written request from the Chief, the Township shall furnish to the Chief written evidence of the liability policies in effect.

ARTICLE VIII CLOTHING ALLOWANCE

- (A) The Township shall provide to the Chief the required uniform, clothing, and safety equipment, excluding underclothing and foot socks. Worn uniforms and equipment shall be replaced. Unless circumstances beyond the control of the Township prevent such, all uniforms will be replaced within thirty (30) days after the request is made.
- (B) The Chief shall have dry cleaning provided by the Township and shall take his/her uniforms utilized during the performance of his/her office to the dry cleaner selected by the Township, according to the municipal purchasing procedures.
- (C) In the event any/or all of the present uniform is changed, such changes shall be borne by the employer.
- (D) The Township retains the absolute right to select all uniforms and equipment.

Article IX

USE OF TOWNSHIP VEHICLE

- (A) The Township agrees to supply the Chief of Police with an unmarked police equipped automobile to be used for police work and for his off-duty use only on an as-needed basis.
- (B) The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE X

SALARY

- (A) For the year:

July 1, 2023 to December 31, 2023	\$250,000.00
January 1, 2024 to December 31, 2024	\$260,000.00
January 1, 2025 to December 31, 2025	\$270,000.00
January 1, 2026 to December 31, 2026	\$275,000.00

- (B) The Township currently pays employees every other Friday. If a holiday falls on a pay day, pay checks will be distributed on the last working day before the holiday. The parties agree to re-open the contract to address changes in paycheck distribution upon thirty (30) days' notice. Annual salary shall be adjusted to reflect the actual number of pay periods.
- (C) The Chief of Police shall receive an annual base salary that is at least 15 % above the salary paid to a next highest sworn officer of the Manchester Township Police.

ARTICLE XI

RETIREMENT AND PENSION

- (A) The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to the Chief, pursuant to provisions of the statutes and laws of the State of New Jersey.
- (B) If the Chief retires or is disabled and pensioned under the New Jersey Police and Firemen's Retirement System, he/she shall be entitled to use all accumulated sick leave as set forth and provided in Article II of this agreement.
- (C) Upon retirement from the Police Department as per P.F.R.S. the Township will maintain all health insurance benefits for the Chief, his/her spouse and eligible children or until Medicare assumes responsibility.
- (D) Upon retirement the Chief shall receive 200 hours of vacation time to be used as vacation or paid in one lump sum in accordance with the settlement agreement dated June 24, 2003 between the Township of Manchester and PBA 246 on file in the Township Clerk's Office.
- (E) Extended Retirement Leave: Upon retirement, the Chief of Police shall be entitled to extended retirement leave. This will require the Chief of Police to exhaust all accumulated sick, vacation and personal leave prior to retirement. The Chief will remain on the payroll until all time is exhausted. During the extended retirement leave, no additional personal days, vacation, or sick time benefits shall accrue.
- (F) The Chief shall return all issued property, such as but not limited to equipment, phone, keys, keyless access fob and identification cards to the Township. The Chief of Police may opt to keep the cell number for his personal use at the time of retirement.
- (G) The Township shall pay the Chief for any unused time as set forth in this agreement. This will include unused vacation hours and all unused compensatory time earned. Payment shall be made on the date of the Chiefs retirement or on the next normally scheduled payroll date thereafter or as otherwise mutually agreed.

- (H) Upon retirement and for as long as the Chief is covered by the Township's Medical, Dental and Prescription coverage, the Chief shall receive the same coverage offered to current PBA and SOA members, whichever is the greater coverage.
- (I) If the Chief passes away prior to retirement all accumulated time will be paid to his designated beneficiary (Lisa Dolan), as provided by law.
- (J) If the Chief is required to perform duties for the Township such as but not limited to appearing in court, provide testimony at depositions, meet with Township officials or representatives related to Township business, he shall be compensated at the hourly rate which he retired at.

ARTICLE XII MEMBERSHIPS

- (A) The Chief of Police shall be allowed to enroll in four professional organizations respective to his title. Enrollment in additional organizations shall be permitted subject to the approval of the Mayor. The Township shall provide for dues and time to attend the functions of said organizations.

ARTICLE XIII CONFERENCES AND CONTINUING EDUCATION

- (A) The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or conference conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other education program of a management or supervisory nature totaling three (3) selected conferences of the Chief's discretion including out of state conferences. All expenses, such as travel, room, food, tuition, books, or any other charges connected with the educational program/conferences shall be borne by the Township for classes that are held. Any additional requests to attend other conferences, schools, or courses over the three (3) solely selected by the Chief will be presented to the Mayor and Township Council by way of Township memorandum for review and approval or denial. In no event shall the Township be required to pay or reimburse the or educational program Chief of Police for

expenses of any class, course, school,unrelated to police activities.

- (B) Any international conferences, seminars, classes or international travel related to the Office of the Chief of Police must be pre-approved by the Mayor and Township Council.
- (C) The Mayor and/or Business Administrator of Manchester Township shall have theright to review and make necessary determination concerning the job relationship of college credits earned by the Chief.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

- (A) The Township agrees to re-open this agreement and negotiate the provisions herein when the collective bargaining agreement between the Police Benevolent Association and Superior Officer Association is ratified and adopted by Township Council.

TERM AND RENEWAL

- (A) If any provisions of this agreement or any application of this agreement to the Chief is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected there by and shall continue in full force and effect. The parties shall immediately commence negotiations for replacement provisions to that section of the contract declared inoperative.
- (B) In witness whereof: This agreement shall have a term from July 1, 2023 through December 31, 2026. If the parties have not executed a successor agreement by December 31, 2026, then this agreement shall continue in full force and effect until a successor agreement is executed.

TOWNSHIP OF MANCHESTER:



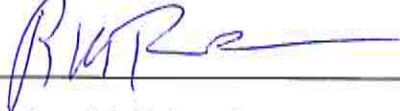
Mayor Robert Arace

ATTEST:



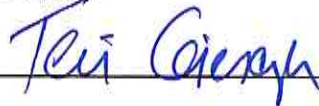
Township Clerk, Teri Giercyk

Chief of Police



Robert M. Dolan, Jr.

ATTEST:



Township Clerk, Teri Giercyk