

COLLECTIVE BARGAINING AGREEMENT

-BETWEEN-

THE TOWNSHIP OF MANCHESTER,

A BODY CORPORATE,

COUNTY OF OCEAN,

STATE OF NEW JERSEY

-AND-

**MANCHESTER TOWNSHIP LOCAL 246
POLICEMEN'S BENEVOLENT ASSOCIATION**

JANUARY 1, 2015 THROUGH DECEMBER 31, 2018

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THIS AGREEMENT is entered into on this ____ day of _____ 2016, BY AND BETWEEN the Township of Manchester, a body corporate, County of Ocean, State of New Jersey, (hereinafter referred to as the "Township") and the Manchester Police Benevolent Association (hereinafter referred to as "Police" or "PBA").

I. RECOGNITION AND SCOPE OF AGREEMENT

The Township of Manchester hereby recognizes the Manchester Township PBA Local 246 comprised of Patrolmen, Sergeants, Lieutenants and Captains as the sole and exclusive representative for collective negotiations concerning grievances, terms and conditions of employment for all police personnel covered above, on leave, employed by the Township.

II. DEFINITIONS

A. "Police Officer" shall mean any full time sworn Officer.

B. "Work Week" shall consist of forty (40) hours scheduled during a seven (7) day period of time. All work week days shall be consecutive.

C. "Work Day" shall be ten (10) consecutive hours a day. Officers shall be scheduled to work four (4) consecutive days per week. For the position of School Resource Officer (SRO) only, the work day shall be either ten (10) consecutive hours a day, four days a week or eight (8) consecutive hours a day, five (5) days per week as directed by the Chief of Police. This schedule will remain in effect for the entire school year with the exception of Thanksgiving recess, winter recess, spring recess and summer recess. During these times, the SRO may elect to return to a ten (10) hour work day. For the position of Canine Handler only, the work day shall be ten (10) consecutive hours a day, with one (1) of those hours dedicated to transportation, training, care, and maintenance of the dog. The "Work Day" will have some degree of flexibility in order to accomplish assignment objectives, including training, grooming, veterinary services, care, maintenance, and transportation as agreed upon by the Canine Handler, the Chief, and/or his/her designee. "Annual Work Hours" shall be understood to be 2080 hours.

D. "Overtime" shall be time worked by a Police Officer in excess of forty (40) hours per work week or all work in excess of the basic work day. No pyramiding shall be permitted. The rate of pay for such hours worked beyond forty (40) or ten (10), shall be specified throughout the Agreement when such conditions occur.

E. "Emergency Call-In" means anytime the Chief of Police, or his designee, requires an Officer to report for duty during his or her regularly scheduled time off to assist in an emergency.

F. "Court Time" means anytime an Officer is required to attend Court during his/her regularly scheduled time off.

G. "Base Hourly Wage" is computed by taking the individual Police Officer's attained annual wage as listed in Article 16 – Salary and dividing by 2080 hours.

H. "Base Rate" is the amount of money received annually for a Senior Patrol Officer from which all other salaries are calculated.

I. "Seniority" is determined by the Officer with the longest length of continuous employment by the Township with a given rank or grade for the purposes of schedule and vacation pick. For the purposes of layoff or other economic benefits, seniority is determined by length of continuous employment by the Township. For Officers hired on the same day, seniority will be determined by order of hire.

J. "Temporary Off-Duty Employment" means temporary privately contracted services provided by Police Officers for traffic control, pedestrian safety, crowd control and life and property security.

III. MANAGEMENT RIGHTS

A. The Management (except as limited by this Agreement) and direction of the Township Police Force is vested exclusively in the appropriate Township Officials, including, but not limited to, the right to hire, suspend or demote, discipline, or discharge for just cause, transfer or lay-off because of lack of work or other legitimate reasons; to determine the type, kind and quality of service to be rendered to the community; to determine the location, design, extent and use of the physical structures; to plan and schedule Officers' service and work programs, to determine the methods, procedures and means of providing such services and to

determine what constitutes good and efficient Police Service, all in accordance with the legal requirements pertaining hereto.

B. Existing laws, operational procedures, ordinances, regulations, personnel rules and policies which are not specifically inconsistent with the provisions of this Agreement may be created, amended or changed from time to time without any restraint by this Agreement.

C. Nothing contained in this Agreement shall be construed to effect the provisions in law regarding appointments, suspensions, reduction and discharge of Police Officers.

IV. TERM OF AGREEMENT

A. The Township and the Police have reached an agreement concerning wages and other bargainable terms and conditions of employment for the term of January 1, 2015 through December 31, 2018.

B. Now, therefore, in consideration of the mutual covenants contained herein, the parties agree to be legally bound hereby, and the parties hereto agree that the following shall constitute the full and complete understanding of the Agreement incorporated herein, as to all benefits, wages and other conditions of employment of the Police of the Township of Manchester for said term.

C. This Agreement shall become effective January 1, 2015, and shall continue in full force and effect through December 31, 2018.

D. Notwithstanding any provision in this Agreement to the contrary, the Township shall have the right to re-open negotiations over any and all negotiable terms and conditions of employment pertaining to health, dental, prescription or other medical insurance if, at any time after December 31, 2017, the Township determines that any of the health insurance coverage(s)

it is providing to its employees is subject to the "excise tax on high cost employer-sponsored health coverage," (the "Cadillac health plan tax"), under the Patient Protection and Affordable Care Act, 26 U.S.C. Section 4980I. The parties shall commence negotiations not later than ten (10) days from the PBA's receipt of the Township's written notice of intent to reopen negotiations under this Section. The purpose of the negotiations is to explore employer sponsored health coverage options that will not result in the imposition of the "excise tax on high cost employer-sponsored health coverage."

V. WORKING CONDITIONS

A. The work week shall consist of forty (40) hours per week. The work week shall start at 0001 hours Sunday, and end at 2400 hours Saturday. A day is a twenty-four (24) hour period starting at 0001 hours and ending at 2400 hours. The day the shift begins is the day the time is credited.

B. The Chief of Police, or his designee, shall make a schedule geared to a ten (10) hour work day. This excludes the SRO, who shall have a schedule geared to either an eight (8) hour work day or ten (10) hour work day as directed by the Chief of Police.

C. All schedules showing the reporting time for each Police Officer shall be posted ten (10) days prior to implementation. Schedule selections shall be based on the seniority practice.

D. "Overtime" shall be time worked by a Police Officer in excess of forty (40) hours per work week or all work in excess of the basic work day. For the SRO position only, the basic work day will be eight (8) hours or ten (10) hours as directed by the Chief of Police while working during the school year, and ten (10) hours while school is in recess.

E. An employee shall have the option to choose overtime or compensatory time for hours worked in excess of forty (40) hours per week or all work in excess of the basic work day. Compensatory time will be accrued at the rate of one and one half (1 ½) hours for each hour of overtime worked. If an officer elects to receive compensatory time in lieu of overtime, there will be an eighty (80) hour cap cash out option every six (6) months, with the exception of termination of employment. Accrued compensatory time shall not exceed 300 hours.

F. Overtime shall be computed by rounding to the next due quarter (1/4) hour of the actual time worked. Overtime shall be paid at the rate of one and one-half (1 ½) times the pensionable base hourly wage.

G. Call-in consists of a situation in which the Police Officer is required to report for duty by the Chief of Police, or his/her designee, in the case of an emergency. When, in the opinion of the Chief of Police, or his/her designee, the situation for which the Officer was originally called in is completed, the Police Officer will receive a minimum of three (3) hours pay at the rate of one and one-half (1 ½) times the Officer's pensionable base hourly wage regardless of actual time worked if less than three (3) hours, but may be required to remain on duty for the entire time paid. In cases of an emergency, the Officer can be kept longer if needed and paid in one-quarter (¼) hour increments past the three (3) hours required.

H. The Chief of Police may call up to two (2) Supervisors meetings, and one (1) Department meeting per year. It is agreed that no payment shall be made for attendance at these meetings.

I. If an alternative scheduling arrangement – other than four (4), ten (10) hour days per week – is mutually agreed to by both parties during the duration of this contract, an amendment shall be made to this Agreement, signed and attached hereto, specifying the hours of

work and remuneration arrangements of all economic benefits impacted by the alternative schedule.

J. Officers shall receive one and one-half (1 ½) times their base hourly wage for the routine fill in of a shift when assigned to replace an absent Officer.

K. The ten (10) hour work week schedule shall remain in effect until such time as the safety of the employees is in question or the schedule no longer is cost effective, at which time the work schedule will be evaluated by the PBA Local and Township Administration, and a determination made to continue the schedule or revert back to the previous five (5) day work schedule. The implementation of the ten (10) hour work schedule is predicated upon the following:

- 1) Officers working on Shift One (1) 22:00 – 08:00 hours will be required to change their shift once a month to accommodate court and training.
- 2) The work day is the day on which the shift is initiated.
- 3) Holidays will begin at 00:01 hours on the day of entitlement and conclude at 24:00 hours.

L. Effective upon ratification of this Agreement, officers who are designated as Field Training Officers shall receive one (1) hour administrative time per full shift for which they are assigned a trainee. The administrative time received cannot be cashed in, cannot create overtime if used, and must be used within a twelve (12) month period of receiving the time.

M. The School Resource Officer (SRO) shall receive forty (40) hours of administrative time annually. The SRO will receive the first twenty (20) hours the first of January and the second twenty (20) hours of administrative time the first of July of each calendar year. The Administrative time must be used within the calendar year that it was earned and when school is not in session. It may not be carried over, create overtime, or be sold back.

Police Officers who terminate their position as the SRO, or whose appointment to the SRO is terminated by the Township, shall only be entitled to the use of those Administrative days that he/she has actually earned up to his/her reassignment on a pro-rated basis. If the SRO has used additional time that he/she has not accrued as of the date he/she is no longer assigned to the SRO position, it would be deducted from his/her bank of time.

VI. SICK LEAVE

A. Sick Leave shall be earned at the rate of eight (8) hours per month from the date of hire to December 31 of the first year of employment. Every January 1st thereafter, sick leave shall be earned at the rate of one hundred twenty-eight (128) hours (16x8) per year. During the probation year (first year of employment) the Chief of Police can require a doctor's note whenever sick leave is requested by a Police Officer.

B. As an incentive, unused sick leave earned by the Officer shall accumulate year after year. Additionally, the amount accumulated shall be extended by eight (8) hours for each calendar year a Police Officer uses forty (40) hours sick leave or less.

C. Upon retirement or termination from the Police Department, a Police Officer who is not subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3) may use the accumulated sick leave up to a maximum of fourteen hundred sixty-four (1464) hours (183 x 8) as paid days off, to be taken prior to the normal retirement date, unless otherwise provided for in Article 17(D) of this Agreement.

D. 1. For Police Officers who are not subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3), any accumulation of sick days over and above the fourteen hundred sixty-four (1464) hours (183 x 8) maximum allowed under Article VI(C) will be paid back to the

employee at the end of the year of accumulation. Payment for such excess hours shall be made in the first pay period of January in the year following the accumulation. Any such Police Officer who has accumulated prior to January 1, 1989, more than the maximum sick leave hours allowable under Article VI(C) will be entitled to carry those days forward and have them honored by the Township.

2. Notwithstanding any other provision of this Agreement to the contrary, and in accordance with N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3) any Police Officer who is subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3) shall not receive any compensation for unused, accumulated sick leave, whether in the form of payment or paid time off, in excess of \$15,000. Such compensation not to exceed \$15,000 shall be paid to any Police Officer who is subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3) only at the time of retirement from a State-administered retirement system based on the sick leave credited on the date of retirement.

E. Sick Leave shall not be granted for any sickness or injury from actions involving moral turpitude; intoxication, other than alcoholism; use of narcotics or arising from and while engaged in outside employment, other than in police related outside employment functions. Any abuse of sick leave privileges shall be sufficient cause for disciplinary action and may result in the loss of sick leave benefits.

F. Administration of the sick leave policy shall be as outlined in Township and Departmental Procedure. The Township may require proof of illness of any Officer on sick leave, whenever such requirement appears reasonable. A certificate from a physician may be requested by the Chief of Police, or his/her designee, upon the return to work by any Police Officer absent from regularly scheduled duty for two (2) days or more. The certificate must state

that the Officer has been under the care of a physician and that the Officer is able to resume the essential functions of his/her position. The Township shall reimburse the Officer for costs of any doctor's office visit co-payment incurred as a result of obtaining such a physician's certificate. The Township also reserves the right to require the Officer to be examined by the Township Physician and to require that the Officer be certified as able to resume the essential functions of his/her position before returning to work. Upon receipt of the Officer's note from a physician, said Officer will, at the sole discretion of the Chief of Police, either perform light duty, if such positions are available and the Chief of Police approves same, or leave with pay until an appointment can be obtained with the Township Physician for a fitness for duty examination, and will be paid their normal hourly rate.

G. Any employee who uses sick time in an apparent pattern may have his/her sick leave record reviewed by the respective appointing authority, and thereafter, shall be required to submit acceptable medical evidence for any additional sick leave in the coming year. This Section excludes officers on terminal leave.

H. In cases where an illness is of a chronic or recurring nature, causing recurring absences of one day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months. The Township shall have the right, for monitoring and administration purposes, to require periodic reports from the Officer's physician on the status of the Officer's ability to continue to work within their classification.

I. Any employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift, except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible.

Employees who normally report to work at seven (07:00) shall report their absence at least one (1) hour prior to the start of the shift.

VII. JOB ILLNESS OR INJURY

In the event of a substantiated on the job illness or injury, the Police Officer shall receive his/her base annual wage for time lost from duty for a period not to exceed one (1) year from the date such injury occurred, provided the following conditions are met:

- A. The injury, illness and recuperation therefore shall be substantiated by a Township appointed physician. The physician must substantiate that the employee is incapable of performing his/her duties as a Police Officer. The Township may request subsequent verification checks at any point during the Officer's absence from duty.
- B. If a disagreement exists between the Township appointed physician and the Police Officer, the Township and Police Officer shall agree to another physician to examine the Police Officer and this physician shall determine the existence or extent of the injury.
- C. Any checks or payments received by the Officer under the provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey, as a result of the disability, shall be transferred to the Township. The Officer shall retain seniority and rank for a period of up to one year from the date of initial absence.
- D. An Officer eligible for benefits under this Article shall not be required to use his/her accumulated contractual paid leave time.

VIII. HOLIDAYS AND PERSONAL DAYS

A. All Officers will receive ten (10) hours of pay at straight time for the holiday regardless if the officer is working or not. The SRO will receive eight (8) hours or ten (10) hours of pay at straight time for the holiday regardless if the SRO is working or not, depending on the SRO's current work schedule at the time the holiday is earned. In addition, if the holiday falls on a scheduled work day for the officer, the officer will be paid at time and one-half (1 ½) the Officers hourly rate for each hour worked. If the holiday falls on an Officer's day off and the Officer is called in for overtime, the Officer will get paid at the rate of two (2) times the Officer's hourly rate in addition to holiday pay at straight time for the hours of the Officer's regularly assigned shift at the time of the holiday. If the Officer is needed to work overtime after his scheduled time on a holiday, he will get paid at the rate of two (2) times the Officer's hourly rate in addition to hourly holiday straight time pay. For the purposes of this Article, the holiday is the calendar date recognized for the following holidays.

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving	Christmas

B. If any of the above holidays are in conflict with the Police Officer's religious belief, he/she may use a personal day to celebrate such religious holidays not covered by this Agreement, provided that one (1) month notice is given to the Chief of Police.

C. Officers shall receive payment for holidays in the nearest pay period possible.

D. If a Police Officer is not employed for a full calendar year, he/she shall only receive payment for the holidays which occurred during the time of employment.

E. Officers may choose compensatory time, hour for hour, for each of the six (6) holidays during one calendar year.

F. Each Police Officer shall receive forty (40) hours of paid personal time per year for personal use, regardless of whether or not said Officer is on the eight (8) or ten (10) hour shift schedule, after one year of service, then prorated to the beginning of the next calendar year. Personal days shall be requested and approved by the Chief of Police five (5) days in advance for scheduling purposes. The Township recognizes that unexpected emergencies do arise and will waive the five (5) day notice requirement for an Officer requesting it for a valid, unexpected emergency. Personal days shall not accumulate from year to year.

G. The right of denial for personal leave requests is the sole responsibility of the Chief of Police or his/her designee. If the approval of a personal day creates the need for additional manpower and an overtime expenditure, and the personal day request is not of an emergent nature, then the denial shall be completely within the powers of the Chief of Police or his/her designee. However, the Chief or his/her designee may not revoke a previously granted non-emergent personal day with less than twenty-four (24) hours' notice.

H. On Christmas, Thanksgiving and New Year's Day, an employee scheduled to work may elect to have a day off, if manpower permits, as approved by the Chief of Police. The election to have a day off shall be offered in seniority order on each shift. An Officer electing to have a day off shall receive the straight holiday pay of Article 8(A)(1), rather than premium pay for hours worked.

IX. VACATION

A. All Police Officers shall accrue vacation leave on January 1st with anticipation of employment throughout the year as follows:

<u>ON JANUARY 1ST AFTER DATE OF HIRE</u>	<u>VACATION RECEIVED</u> <u>(HOURS)</u>
Zero (0) to one year of service	10 hours a month for each month of service up to 100 hours
One year, but less than four years	120
Four years, but less than seven years	140
Seven years, but less than eleven years	200
Eleven years or more	240

B. Police Officers who terminate their employment with the Township, or whose employment is terminated by the Township, shall only be entitled to pay for those vacation leave hours actually earned up to their termination date, on an annual pro-rated basis.

C. Police Officers must use their complete vacation leave entitlement by the end of the calendar year. Carry over vacation leave request must be submitted in writing to the Chief of Police for approval no later than December 15th of each calendar year or shall be subject to forfeiture. Notwithstanding any other provision of this Agreement to the contrary, and in accordance with N.J.S.A. 40A:9-10.5 (P.L. 2010, c.3), any Police Officer who is subject to the provisions of N.J.S.A. 40A:9-10.5 (P.L. 2010, c.3) and who does not take vacation leave that accrues in a given year because of business demands, shall be granted that accrued leave only during the next succeeding year. However, vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the

discretion of the appointing authority until, pursuant to a plan established by the officer or employee's appointing authority, the leave is used or the employee or officer is compensated for that leave, which shall not be subject to collective negotiation.

D. Any Officer who was covered by the current contract after June 1, 1999, upon their retirement, shall receive 200 hours of vacation time to be used as vacation or paid in one lump sum. This benefit is available for all currently employed Officers and any new Officers hired prior to June 30, 2003.

E. Officers hired after July 1, 2003 will not be eligible for the 200 hours upon retirement.

F. All vacation leave shall be scheduled only with the approval of the Chief of Police or his/her designee. To insure fairness and an equitable distribution of vacation leave, all vacation leave shall be determined on a bid basis by seniority. In January, each Officer is scheduled for four (4) consecutive days of vacation leave; the remaining available vacation leave will be bid on and scheduled according to seniority.

G. No employees shall be permitted to take more than three (3) consecutive weeks of vacation unless approved by the Chief of Police or his/her designee.

H. Vacation leave overlaps shall be permitted so long as minimum staffing requirements are met.

X. BEREAVEMENT LEAVE

A. All employees 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 individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

B. If the funeral is outside of the State of New Jersey an additional twenty (20) hours may be granted upon the approval of the Chief of Police. In no case shall the total bereavement leave exceed sixty (60) hours.

C. Bereavement leave must be taken contemporaneous with the death or memorial service of the immediate family member.

XI. HEALTH INSURANCE AND LIFE INSURANCE

A. The Township shall provide health insurance coverage to the employees and their families. Employees shall contribute towards the premium costs of their medical, prescription and dental benefits as prescribed by P.L. 2011, Chapter 78. Effective January 1, 2016, health insurance and prescription coverage shall be provided to the employees and their families through the New Jersey State Health Benefits Program. Delta Dental coverage shall be provided through the Central Jersey Health Insurance Fund (CJHIF).

1. Medical contributions are deducted from gross wages over twenty-four (24) pays.
2. Full time employees are entitled to enrollment of benefits after sixty (60) days of employment. Temporary and part time employees are not eligible for health benefits.
3. For employees who select a SHBP health/prescription insurance plan that provides for prescription drug purchases to be subject to co-insurance as opposed to a per-purchase co-pay system, (e.g., Direct 15), the Township shall reimburse all co-insurance costs paid by the employee for prescription drugs purchased for the employee only (but not for family members) in excess of \$5 per prescription drug purchase. Such reimbursement shall be made on a quarterly basis upon presentation of proof of purchase. Reimbursement shall end in any year once the employee reaches the applicable individual annual co-insurance maximum under the employee's chosen plan.

B. Plan documents and plan summaries for New Jersey State Health Benefits Program medical and prescription coverage are available on the New Jersey Division of Pension and Benefits website.

C. The Township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy on each full-time employee.

D. The employer agrees to reimburse the employee toward the purchase of eyeglasses and examination by recognized optometrist of the employee's selection. The employer shall reimburse all eligible employees and retirees up to \$150.00 per year.

E. Replacement of eyeglasses damaged in the line of duty will be the responsibility of the employer after a written report is reviewed by the Township Business Administrator.

F. The coverage for orthodontics shall be \$1,500.00.

G. Retiree Eligibility

All eligible employees with twenty-five (25) or more years of service credit in a state or locally administered retirement system whose effective retirement date is after January 1, 1984, shall be entitled to the following:

Until Medicare eligibility, eligible employees shall continue to receive medical insurance, dental insurance, eyeglass coverage and prescription benefits provided by the Township. The Township will not provide any benefits whatsoever upon Medicare eligibility. The Township will not pay for any portion of Medicare nor will the Township provide any reimbursement for Medicare. Retired employees shall be required to contribute to the premium or periodic cost of their medical and prescription coverage to the extent required by P.L. 2011, c. 78.

Retirees may access plan documents and plan summaries for New Jersey State Health Benefits Program medical and prescription coverage on the New Jersey Division of Pension and Benefits website.

H. The Township may change insurance carriers at its option, with equal benefits being provided.

XII. LIABILITY PROTECTION

The Township shall maintain in effect public liability insurance, in an amount adequate to protect Police Officers against damage awards granted in negligence, and maintain in effect liability insurance in an amount adequate to protect the Police Officers against claims for compensatory damage arising out of alleged gross negligence, malicious prosecution, false arrest, slander, libel and similar torts.

Upon written request from the P.B.A., the Township shall furnish to the P.B.A. written evidence of the liability policies in effect.

XIII. CLOTHING ALLOWANCE

A. The Township shall provide to all Police Officers the required uniform, clothing, and safety equipment, excluding underclothing and socks. Worn uniforms and equipment shall be replaced upon the approval of the Chief of Police. Unless circumstances beyond the control of the Township prevent such, all uniforms will be replaced within thirty (30) days after the request is made and approved.

B. All Police Officers and Detectives who wish to have dry cleaning provided by the Township, shall take his/her uniform to the dry cleaner selected by the Township, according to the municipal bid procedure.

C. In the event any or all of the present uniform is changed, such changes shall be done by the Employer.

D. The Township retains the absolute right to select all uniforms and equipment.

E. A maximum reimbursement of Eight Hundred Dollars (\$800.00) shall be given to all Detectives for non-uniform clothing allowances in each year of the contract. Uniform money will be reimbursed after the production of receipts reflecting expenditures by the employee. The reimbursement shall be within a reasonable period after the adoption of the Township budget.

F. The SRO is not classified as a detective and is not entitled to a clothing allowance.

XIV. EDUCATIONAL INCENTIVE

A. The Township shall pay educational incentives to Police Officers who have earned degrees from an accredited College or University according to the following schedule:

- Bachelor's Degree and Two (2) Years of Continuous Service with the Township
- \$1,000 Annually
- Master's Degree and Two (2) Years of Continuous Service with the Township -
\$1,200 Annually

B. Payment for education incentives shall be received on or about June 1st of each year of this agreement.

C. Officers who had been receiving the \$500.00 educational incentive for having an Associates degree or the equivalent thereof and/or sixty-four (64) credits and two (2) years of continuous service incentive prior to the effective date of this agreement shall continue to receive that educational incentive.

D. Payment for education incentives shall be received on or about June 1st of each year of this agreement.

XV. SALARY

A. The detective stipend of \$1,500 shall be solely for those officers actually working as detectives. The annual stipend shall be paid in two equal installments on July 1 of each year, and on or about December 15 of each year. If the detective is removed or leaves the bureau for any reason, the stipend will terminate at the end of the installment period in which the removal or leave occurs.

B. The SRO is not classified as a detective and is not entitled to the detective stipend.

C. Traffic officers assigned to a rotating call-out requirement shall receive a \$1,500 a year stipend paid in two equal installments beginning July 1st of each year, and on or about December 15th of each year. If the Traffic officer is removed or leaves from the call-out requirement for any reason, the stipend will terminate at the end of the installment period in which the removal or leave occurs.

D. Salaries for bargaining unit employees shall be as set forth in Appendix A attached hereto.

XVI. RETIREMENT AND PENSION

A. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to the Police, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

B. An Officer who is not subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3) and who retires or is disabled and pensioned under the New Jersey Police and Firemen Retirement System shall be entitled to use all accumulated sick leave as set forth and provided in Article VI(C) of this Agreement.

C. EXTENDED RETIREMENT LEAVE

Any Police Officer hired prior to January 1, 1989, having satisfied the requirements for retirement, may, at his discretion, have his accumulated time paid in one (1) of two (2) ways: (1) A lump sum payment for time accumulated; or (2) Regular weekly payments for same until all accumulated time is exhausted.

D. Employees hired after January 1, 1989, but who are not subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3), will not have this option, but will be kept on the payroll during the Extended Retirement Leave until all accumulated time is exhausted.

E. For all Police Officers taking the Extended Retirement Leave, no additional personal days, vacation or sick time benefits shall accrue, or be compensated for, during the term of the Extended Retirement Leave. Officers who are subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3) are not eligible for Extended Retirement Leave.

F. An Officer intending to retire will give the Township notice of the intended retirement date as far in advance as possible.

XVII. OUTSIDE EMPLOYMENT

A. No Police Officer engaged in outside employment shall be permitted to wear the regulation Manchester Township Police uniform or use Township equipment without the expressed written permission of the Chief of Police or his designee.

B. Every Police Officer planning to be engaged in outside employment during the off duty hours shall submit, in writing, addressed to the Chief of Police, the name or names of his/her prospective outside employer, as well as the nature and scope of their work.

C. Police Officers may not engage in outside employment which might, in any way, hinder their objective and impartial performance of public duties, or impair the efficiency of the job, or bring disgrace or discredit to the Department.

D. The Township will assume no liability for Police Officers engaged in outside employment, unless it is established that the liability occurred as an extension of the Officer's Police employment.

E. No use of Township sick days or disability shall be permitted if an injury or illness occurs as the result of outside employment, unless the outside employment relates to Police functions.

XVIII. TEMPORARY OFF DUTY EMPLOYMENT

A. Where a profit making or not-for-profit entity has a contract agreement with the Police Department for Police Officers in uniform who are able to exercise their Police duties.

1. Types of temporary off duty services that may be considered for contracting are as follows:

- a. Traffic control and pedestrian safety
- b. Crowd Control
- c. Security and protection of life and property

2. Upon ratification of this agreement, the rate of pay shall be Ninety Dollars (\$90.00) per hour (Officer receives \$75.00 and Township receives \$15.00). Any temporary off duty employment contracted with the Manchester Township Board of Education will be paid at the rate of Forty-five Dollars (\$45.00) per hour.

- a. The Officer will be paid a minimum of $\frac{3}{4}$ of the contracted time on a daily basis. Example: If an Officer is contracted for an 8 hour road job, the minimum the Officer will be paid for is 6 hours, regardless of the actual hours worked.
- b. Contracted work shall be correctly documented on approved payment form and paid in the same pay period the work is performed if the form is completed and submitted properly.
- c. The temporary off duty pay shall be displayed on the employee's check and deductions shall occur as per state and federal taxes.

3. All equipment needed for the Police Officer to perform his/her tasks shall be supplied by the Township of Manchester.

- a. While performing tasks pertaining to temporary off duty work, it shall be fully covered by all insurance provided by the Township of Manchester to the Police Officer as if it were regular duty.

XIX. MATERNITY LEAVE

Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. Upon recommendation of the female Police Officer's personal physician, said Officer shall be temporarily transferred to an administrative position which she is capable of performing. The doctor shall be a physician of the female Police Officer's own choosing.

2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

3. In addition the female employee shall be granted maternity leave without pay, for up to twelve (12) months during and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police no later than after six (6) months of leave that she intends to return.

4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes. At all times covered by this Article the female Police Officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system to the extent permitted by law.

5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.

6. At all times covered by this Article the female Police Officer shall be permitted to wear appropriate clothing and equipment which is consistent with her medical condition.

XX. P.B.A. RIGHTS

A. **GRIEVANCE COMMITTEE** – The employer shall permit members of the Union and/or Association Grievance Committee, not to exceed three (3), to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedures set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department, or require the recall of off duty Patrolmen to bring the Department to its proper effectiveness. Only one (1) member of the Union and/or Association Grievance Committee shall be permitted to conduct the business of the Committee at any one time, except that the three (3) members of the Union and/or Association Grievance Committee shall be permitted to confer with the Chief of Police, or his designee, whenever a grievance reaches that level.

B. **CONVENTION COMMITTEE** – The employer agrees to grant the necessary time off, without loss of pay, to the President of the Local or his/her designee and one other member of the Union and/or Association selected as delegate, to attend any State or National Convention of the New Jersey Patrolmen's Benevolent Association, as provided under N.J.S.A. 40A:14-177.

C. **P.B.A. PRESIDENT** – The President of the P.B.A., upon prior approval of the Chief of Police or his/her designee, is authorized up to three (3) days per month to conduct miscellaneous P.B.A. business.

D. **P.B.A. DELEGATE** – The local delegate of the P.B.A., upon prior approval of the Chief of Police or his/her designee, is authorized one (1) day per month to conduct miscellaneous P.B.A. business. Additional days may be granted upon approval of the Chief of Police or his/her designee.

E. **EQUIPMENT AND VEHICLES** – The PBA shall have use of all photocopy equipment, fax equipment, computers, telephones and typewriters, provided same are not in use by the Township. Direct costs incurred as a result of such use shall be reimbursed by the PBA to the Township.

F. **NOTICE AND REPRESENTATION RIGHTS** – Any Officer who is requested to speak or meet with a supervisor or Township official on any matter which could adversely affect his employment shall be given advance written notice setting forth the purpose of the meeting and advising the Officer of his right to PBA representation.

G. **EVALUATION PROCEDURES** – Evaluations of employees shall follow these procedural guidelines: (1) prior to the completion of a written evaluation, the evaluating supervisor shall hold a conference with each employee to discuss its proposed content; (2) within five (5) days of the evaluation conference, subject to shift availability, the evaluating supervisor shall provide the employee with a copy of the signed written evaluation; (3) within five (5) days of the receipt of the written evaluation, subject to shift availability, the employee may attach written comments and rebuttals and return same to his evaluating supervisor. Both the original evaluation and any employee comments shall be placed in the employee's personnel file; (4) no further changes to the evaluation report shall be made without written notice to and conference with the affected employee.

XXI. DISCIPLINE

A. No Police Officer shall be disciplined, discharged or reduced in rank without just cause, excluding probation employees.

B. All discipline will bear a direct relationship to the nature and severity of the incident cited.

C. If there is any disciplinary action against any Police Officer of Manchester Township, the decision for action must be satisfied expeditiously, and all action must be based upon the applicable State Statutes governing this disciplinary action.

XXII. DEPARTMENTAL INVESTIGATIONS

All Division Internal Investigations will adhere to the Internal Affairs Policy and Procedures as detailed in the Attorney Generals Guidelines and Division policy. Nothing in this contract shall supersede current policy or future revisions to the Attorney General Guidelines on Internal Affairs Policy and Procedures.

In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are adopted:

A. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogations shall take place at a location designated by the Chief of Police or designee.

C. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise

the member of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

E. The member of the Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

F. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

G. In cases other than departmental investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

H. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

I. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless the Employer has reasonable individualized suspicion to suspect that there is a job-related individualized impact with respect to the specific employee being tested.

J. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

K. Under no circumstance shall an employee be subject to any charge whatsoever after forty-five (45) days. The forty-five (45) day period shall be calculated consistent with N.J.S.A. 40A:14-147.

XXIII. NO STRIKE PROVISION

A. Neither the Police nor any person acting in its behalf will cause, authorize or support, or condone any of its members taking part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, speed up, slowdown, walk out or other job action against the Township.

B. The Police agree that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to, publicly disavowing such action and direct all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances and to bring about compliance with its order.

C. In the event of a strike, speed up, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by a member of the Police, shall entitle the Township to take appropriate action, including the possibility of discharge in accordance with applicable law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in the law, in the event of such breach by the Police.

XXIV. GREIVANCE PROCEDURES

A. In order to provide for the expedience and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed.

A grievance may be raised by an individual Police Officer, the P.B.A. on the behalf of the individual, or group of individuals, or the Township. The P.B.A. has a right to be heard on all grievances. No orders shall be disobeyed prior to resolution of the grievance.

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

STEP ONE: The President of the P.B.A., or his duly authorized and designated representative, shall present and discuss the grievance or grievances in writing with the Chief of Police or designee within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed settled. The Chief of Police or designees shall answer the grievance within five (5) working days from the date of the presentation.

STEP TWO: If the grievance is not resolved at Step One, or if no answer has been received by the P.B.A. within the time set forth in Step One, the PBA shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Township Administrator. This

presentation shall set forth the position of the PBA and at the request of either party, discussion may ensue. The Township Administrator shall answer the grievance in writing within ten (10) working days after receipt of said grievance.

STEP THREE: If the grievance is not resolved at Step Two, or if no answer has been received by the PBA within the time set forth in Step Two, the grievance shall be presented in writing to the Mayor within five (5) working days. The final decision of the Mayor shall be given to the PBA in writing within fourteen (14) days after receipt of the grievance by the Mayor and Township Administrator.

B. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure, or if no answer in writing by the Mayor, has been received by the PBA within the time provided in Step Three, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by Title 40A of the revised New Jersey Statutes. This will require the aggrieved employee to make the election in writing as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted by the President of the PBA or his duly authorized representative to the Township Administrator.

C. Grievances initiated by the Township shall be filed directly with the PBA within seven (7) days after the event giving rise to the grievance which has occurred. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the PBA in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may, within ten (10) calendar days thereafter, file for arbitration.

Failure to follow these procedures will result in the grievance being dismissed.

XXV. ARBITRATION

A. If a grievance is not settled under Article XXIV, such grievance shall, at the request of either the PBA or the Township, be referred to the Public Employment Relations Commission, for the selection of an arbitrator, according to its rules.

B. The arbitration hearing shall be scheduled as soon as possible after the final decision by the Mayor and Township Council. If the aggrieved elected to pursue legal remedies provided by Title 40A, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

C. 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 also be bound by applicable Federal and State laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way, the provision of the Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding according to law.

D. The cost of the services of the Arbitrator shall be borne equally between the PBA and the Township. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

XXVI. COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, terms and conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Township and the PBA shall be the respective negotiating agents.

B. Collective bargaining meeting shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer, who may be designated by the Union and/or Association, to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement, will be excused from their work assignments without loss of regular straight time pay, provided that attendance does not reduce the effectiveness of the Department or require an off-duty Officer to be called in. However, in no event shall the Union and/or Association, exclusive of Counsel, exceed three (3) persons.

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

E. Unless otherwise provided in this contract, nothing contained herein shall be interpreted and/or implied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date. In the event the PBA does not notify the Township within three (3) months of said violation, the benefits shall be deemed waived.

XXVII. MISCELLANEOUS PROVISIONS

A. Gender – It is hereby recognized that words herein in the masculine gender are deemed to include the feminine gender as well.

B. DISCRIMINATION AND COERCION – There shall be no discrimination, interference or coercion by the Township, or any of its agents or the Police or any of its agents, against employees covered by this Agreement because of membership or non-membership, or activity or inactivity, in the Police Benevolent Association. The Township or Police shall not intimidate or coerce employees into membership. Neither the Township nor Police shall discriminate against any employees because of race, creed, color, sex, national origin or political affiliation.

C. SAVINGS CLAUSE – If any provisions of this Agreement or any application of this Agreement to any Police Officer or group of Officers 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 thereby, and shall continue in full force and effect. The parties shall immediately commence negotiations pertaining to legal subjects of negotiations only for a replacement provision to that Section of the contract declared inoperative.

D. FULLY BARGAINED PROVISION – It is specifically acknowledged, covenanted and agreed that the terms and conditions of the written contract is the entire Agreement contemplated by and between the parties and, therefore, all terms and conditions of any prior contracts are hereby null and void.

XXIII. TERM AND RENEWAL

This Agreement shall have a term from January 1, 2015 through December 31, 2018. If the parties have not executed a successor Agreement by December 31, 2018, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

TOWNSHIP OF MANCHESTER:



Mayor

ATTEST:



Township Clerk

**MANCHESTER TOWNSHIP LOCAL 246
POLICE BENEVOLENT ASSOCIATION**



President



Negotiation Committee

ATTEST:



Negotiation Committee

APPENDIX A

2015 to 2018 Patrol Officer Step Guide	
Step	Base Pay
15	126,037
14	120,149
13	114,262
12	108,375
11	102,487
10	96,600
9	90,713
8	84,825
7	78,938
6	73,051
5	67,164
4	61,276
3	55,389
2	51,502
1	47,614
Probation	42,000
Academy	34,000

2015 to 2018 Supervisor Step Guide	
Rank	Base Pay
Captain	163,848
Lieutenant	151,244
Sergeant 3	141,161
Sergeant 2	136,121
Sergeant 1	133,000

A. All Patrol Officers who attain Step 15 on the Patrol Officer Step Guide shall receive a salary increase of \$2,000 to their current base salary on January 1 yearly thereafter for the life of this Agreement. Such increases for 2015 and 2016 shall be retroactive to January 1, 2015 and January 1, 2016, respectively. Patrol Officers below Step 15 shall advance one step on the 2015-2018 Patrol Officer Step Guide on the anniversary of their dates of hire. Step increases for anniversary dates in 2015 and 2016 that pre-dated the date upon which this Agreement was concluded and ratified by each party shall be retroactive to the appropriate anniversary dates in 2015 and 2016.

B. Sergeants who attain Sergeant Step 3 of the Supervisor Step Guide shall receive a salary increase of \$2,000 to their current base salary on January 1 yearly thereafter for the life of this Agreement.

C. Lieutenants and Captains shall receive a salary increase of \$2,000 per year on each January 1 following their dates of promotion for the life of this Agreement.

D. Pay differentials

1. A minimum \$4,000 differential in pay shall be maintained between the top paid Patrol Officer and the first step for the rank of Sergeant. Should a promotion from Patrol Officer to the first step for the rank of Sergeant not result in a salary at least \$4,000 above that of the top-paid Patrol Officer, the newly promoted Sergeant shall be placed directly onto the Step of the Sergeant's Guide that will result in a salary at least \$4,000 above that of the top-paid Patrol Officer.

2. A minimum \$5,000 differential in pay shall be maintained between the highest paid Sergeant and the position of Lieutenant.

3. A minimum \$5,000 differential in pay shall be maintained between the highest paid Lieutenant and the position of Captain.