

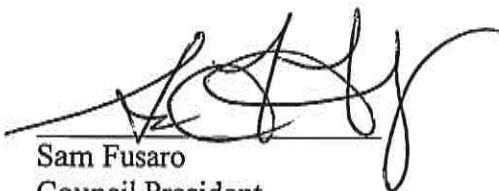
**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION
OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF
MANCHESTER AND POLICE BENEVOLENT ASSOCIATION LOCAL 246**

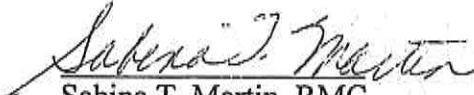
BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor be and is hereby authorized to execute and the Clerk to attest to a Collective Bargaining Agreement between the Township of Manchester and the P.B.A. Local 246.
2. That the Township Clerk shall forward a certified copy of this resolution to the following:
 - A. Chief Financial Officer;
 - B. Business Administrator;
 - C. Personnel Officer;
 - D. PBA Local 246

CERTIFICATION

I, Sabina T. Martin, 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 24th day of February 2020.


Sam Fusaro
Council President


Sabina T. Martin, RMC
Municipal Clerk

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, 2019 THROUGH DECEMBER 31, 2023

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THIS AGREEMENT is entered into on this 24th day of February 2020, **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 and Corporals, 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 "Police Officer" shall mean any full time sworn

Officer.

II. DEFINITIONS.

A. "Police Officer" shall mean any full time sworn Officer who is a member of this

bargaining unit.

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. "Annual Work Hours" shall be understood to be 2080 hours. Payment of the stated annual salary shall be adjusted to reflect the actual number of pay periods within a given calendar year (26/27 pays; Arbitration Award, Docket No. AR-2017-118).
- 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 except that a Police Officer on an unpaid absence must work forty (40) hours in a work week before the overtime rate is applicable. 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, 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 Appendix A referenced within Article 15 - Salary and dividing by 2080 hours. Payment of the stated annual salary shall be adjusted to reflect the actual number of pay periods within a given calendar year (26/27 pays; Arbitration Award, Docket No. AR-2017-118).
- 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.

K. "Healthcare provider" means the same as that term is defined within regulations promulgated by the United States Department of Labor pursuant to the Family and Medical Leave Act.

L. "Chief of Police" shall mean the Chief of Police, his/her designee, or in the Chief's absence and lack of appointing a designee, the next highest ranking officer.

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. All leave time, whether paid or unpaid (including but not limited to sick leave, State temporary disability benefits or workers' compensation benefits), that is used or allowed in connection with an event that is also covered under federal and/or state laws providing for protected leave shall run contemporaneously in accordance with the Township's policies, including but not limited to its Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the NJ-SAFE Act ("NJ-SAFE") policies. All discretionary or permissive language contained within the FMLA, NJFLA and NJ-SAFE, as well as other leave entitlement laws and regulations shall be determined by Township Policy. The Township shall authorize employees on the aforementioned leaves entitlements to not be required to utilize up to two (2) weeks of discretionary time off.

GD. 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, 2019 through December 31, 2023.

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, 2019, and shall continue in full force and effect through December 31, 2023.

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 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 except that a Police Officer on an unpaid absence must work forty (40) hours in a work week before the overtime rate is applicable.

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 1/2) 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 1/2) 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 in the case of an emergency. When, in the opinion of the Chief of Police, 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 1/2) 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 (V.) hour increments past the three (3) hours required.

H. The Chief of Police may call 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.

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

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

M. The School Resource Officer (SRO) shall receive forty (40) hours of if used, and must be used within a twelve (12) month period of receiving the time.

assigned a trainee. The administrative time received cannot be cashed in, cannot create overtime Training Officers shall receive one (1) hour administrative time per full shift for which they are L. Effective upon ratification of this Agreement, officers who are designated as Field

at 24:00 hours.
3) Holidays will begin at 00:01 hours on the day of entitlement and conclude
2) The work day is the day on which the shift is initiated.

training.
be required to change their shift once a month to accommodate court and
1) Officers working on Shift One (1) 22:00 - 08:00 hours will

implementation of the ten (10) hour work schedule is predicated upon the following:
safety of the employees is in question or the schedule no longer is cost effective. The

K. The ten (10) hour work week schedule shall remain in effect until such time as the the routine fill in of a shift when assigned to replace an absent Officer.

J. Officers shall receive one and one-half (1 1/2) times their base hourly wage for

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 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 16(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 (with at least fifteen (15) years of pensionable service with the Township at the time of retirement from the Township) based on the sick leave credited on the date of retirement.

E. Sick Leave shall not be granted or paid out for any absence, sickness or injury from actions involving criminal conduct; 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 to the Township. A certificate from a healthcare provider may be requested by the Chief of Police upon the return to work by any Police Officer absent from regularly scheduled duty for two (2) days or more, in the event the Officer is absent from regularly scheduled duty for three (3) consecutive days or more, for leave provided under Article VI(C) the certificate must state: that the Police Officer has been under

the care of a healthcare provider, the Police Officer's medical condition related to the absence, duration of the condition, the duration of treatment, the Police Officer's ability or inability to perform any services for the Township, and either that the Officer is able to resume the essential functions of his/her position or an estimated return to work date. The certificate shall be turned in to and maintained by either the Chief of Police or the Township's Personnel Officer. 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 or a healthcare provider designated by it 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 healthcare provider, 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 healthcare provider 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.

J. The negotiated provisions of this Article constitutes the complete agreement of the parties regarding all aspects of sick leave including but not limited to its accrual, use, carry-over, any payment related to it or any other obligations or rights related to paid sick leave.

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. If the Police Officer receives income replacement through worker's

compensation, 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 endorsed by the Police Officer transferring payment to the Township and the Township shall issue a payroll check in the customary amount paid for either the length of the worker's compensation payments or one (1) year, whichever is less. The Officer shall retain seniority and rank for a period of up to one (1) year from the date of initial absence. . The purpose of this provision is to ensure the Officer does not receive double compensation for lost wages within the first year of disability. Nothing in this provision shall prevent the Officer from receiving and keeping Permanent Disability benefits or Total Disability benefits beyond the first year of disability.

D. An Officer eligible for benefits under Section C of this Article shall not be required to use his/her accumulated contractual paid leave time.

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 1/2) 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

VIII. HOLIDAYS AND PERSONAL DAYS

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. Effective January 1st, 2020 each Police Officer shall receive fifty (50) 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. 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. However, the Chief 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:

ON JANUARY 1st AFTER DATE OF HIRE		VACATION RECEIVED (HOURS)
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, any Police Officer 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 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

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

service of the immediate family member.

C. Bereavement leave must be taken contemporaneous with the death or memorial

leave exceed sixty (60) hours.

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

with the employee.

f. Any individuals related by blood to the employee, who resides permanently

of or subject to guardianship by the employee, or a legal ward

e. Grandparents and grandchildren, and spouses thereof;

d. Brothers and sisters, and spouses thereof;

c. Parents, and spouses thereof;

b. Sons and daughters, and spouses thereof;

a. Spouse, and parents thereof;

1. Immediate Family is defined as:

in their immediate family.

A. All employees shall receive forty (40) hours leave with pay in the event of death

X. BEREAVEMENT LEAVE

requirements are met without creating overtime.

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

vacation unless approved by the Chief of Police.

in lieu of funeral services.

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. The amount of premium contribution to be paid by employees for cost of benefits coverage ("premium contribution") for the employee and any eligible dependent shall be either 1.5% of their base salary or according to the applicable contribution percentage rate as detailed in Tier 4 of P.L. 2011, Chapter 78, whichever contribution amount is greater.

2. Employees who elect to enroll in the Omnia (or an equivalent tiered health plan) or High Deductible Plans (NJ Direct HD1500 or NJ Direct HD4000) shall only contribute Year 2 rates as outlined in P.L. 2011, Ch.78.

3. Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary.

4. "Cost of benefits coverage" means the premium or periodic charges for benefits. Employee premium contributions shall be made by way of

withholding of that contribution from the employee's pay, salary, or other compensation.

5. Withholdings are deducted from gross wages over twenty-four (24) pays.
6. Full time employees are entitled to enrollment of medical benefits after sixty (60) days and dental benefits after ninety (90) days of employment.
7. Temporary and part time employees are not eligible for health benefits.

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 and at least fifteen (15) years of pensionable service with the Township at the time of retirement from the Township, whose effective retirement date is after January 1, 1984, or an eligible employee awarded an accidental disability pension through a state administered retirement system, 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. Employees retiring after the ratification of this agreement shall no longer receive eyeglass coverage upon retirement. 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.

1. **Retired employees**, except those retiring on an accidental disability, shall be required to contribute to the premium or periodic cost of that retiree's medical and prescription coverage at the rates listed below;

Salary Range	Percentage Paid towards Benefits
75,000-79,999.99	20%
80,000-94,999.99	21%
95,000 and over	22%

XII. LIABILITY PROTECTION

equivalent benefits being provided.

- H.

The Township may change insurance carriers at its option, with substantially

3.

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.

2.

Retired employees who are enrolled in the Omnia (or an equivalent tiered health plan) or a High Deductible Plan (NJ Direct HD1500 or NJ Direct HD4000), shall pay Tier 2 rates as outlined in P.L. 2011, Ch.78.

Family Coverage		Member/Spouse/Partner or Parent/Child Coverage	
Salary Range	Percentage Paid towards Benefits	Salary Range	Percentage Paid towards Benefits
95,000-99,999.99	18%	80,000-84,999.99	17%
100,000-109,999.99	20%	85,000-99,999.99	18%
110,000 and over	22%	100,000 and over	22%

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. Coverage is limited to instances wherein the Police Officer is a defendant to a civil action based on events arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties.

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 One thousand Dollars (\$1,000.00) 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

Associate's 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 1st 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. 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 retires or is disabled due to an on-the-job injury and receives an accidental disability pension 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. Employees who are not subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L.

2010, c.3), will be kept on the payroll during the Extended Retirement Leave until all accumulated time is exhausted, with exception of employees who shall receive a disability retirement due to an on the job injury. Employees who retire on a disability pension due to an on the job injury shall receive a lump sum payment of all accumulated time.

D. For all Police Officers taking the Extended Retirement Leave, no additional paid time off or holidays or other incentives or benefits (including but not limited to stipends, allowances, leaves, education incentives, etc.) shall accrue, or be compensated for, during the term of the Extended Retirement Leave except for the annual percentage increase in pay, if applicable. 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.

E. 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.

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 with the Township

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 for temporary off duty

employment shall be One Hundred Dollars (\$100.00) per hour (Officer

receives eighty-five dollars (\$85.00) and Township receives fifteen dollars

(\$15.00). Effective January 1, 2023, this rate shall increase to One

Hundred and Ten Dollars (\$110.00) per hour (Officer receives ninety-five

dollars (\$95.00) and Township receives fifteen dollars (\$15.00).

a. The Officer will be paid a minimum of ¾ 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

such work is permitted by a doctor's note. Upon recommendation of the female Police Officer's A. The female Police Officer shall be permitted to work her normal duties so long as

The rights of a female Police Officer shall include but not be limited to the following provisions: A Police Officer shall advise the Chief of Police when they learn that they are pregnant.

XIX. MATERNITY/PATERNITY LEAVE

- Manchester to the Police Officer as if it were regular duty.
- shall be fully covered by all insurance provided by the Township of
- d. While performing tasks pertaining to temporary off duty work, it
- tasks shall be supplied by the Township of Manchester.
- c. All equipment needed for the Police Officer to perform his/her
- check and deductions shall occur as per state and federal taxes.
- b. The temporary off duty pay shall be displayed on the employee's
- performed if the form is completed and submitted properly.
- payment form and paid in the same pay period the work is
- a. Contracted work shall be correctly documented on approved
- for two hours, the officer will still receive four (4) hours of compensation.
- contracted time of four (4) hours. Example: if an officer is only requested
- the Township receives fifteen dollars (\$15.00) with a minimum
- (\$70.00) per hour (Officer receives fifty-five dollars (\$55.00) per hour and
- Township Board of Education will be paid at the rate of Seventy Dollars
3. Any temporary off duty employment contracted with the Manchester
- hours worked.

personal physician, said Officer shall be temporarily transferred to an administrative position which she is capable of performing provided such work is available without displacing another employee or creating a position. The doctor shall be a physician of the female Police Officer's own choosing.

B. A Police Officer who is pregnant 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 until released to return to work by her healthcare provider.

C. In addition the female employee shall be granted maternity leave for no more than twelve (12) months which shall include the use of her paid time off as described in XIX (2) and unpaid leave thereafter 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.

D. A Police Officer who becomes a parent or legal guardian of new born shall be permitted to use up to two (2) weeks of accrued sick leave during the first thirty (30) days of birth or placement of the child, provided however, that in the event both parents are employed as Police Officers, the Chief may require that they stagger their use of sick leave pursuant to this Article.

E. A Police Officer using sick leave pursuant to this Article 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 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. F. Upon return to active duty status, the Police Officer shall be placed in the same

position which he held before departing for maternity paternity leave.

G. At all times covered by this Article a 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, 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 five (5) days advance

notice absent exigent circumstances and with prior approval of the Chief of Police, 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 five (5) days

advance notice absent exigent circumstances and with prior approval of the Chief of Police, 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.

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 probationary employees.

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

C. Is 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 General's 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.

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 exigencies of the investigation dictate otherwise.

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

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 Township 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 Township offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

K. Under no circumstances 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. GRIEVANCE 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 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 within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed settled. A grievance must clearly identify at its inception if it is a group or class action grievance. The Chief of Police shall answer the grievance within ten (10) 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 parties agree that all alleged violations must be identified at Step 3 and that if they are not identified, they will not be permitted to be brought up if the matter proceeds to Arbitration. 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.

A. 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 PBA shall decide whether to pursue arbitration. Disciplinary matters subject to review pursuant to Title 40A of the revised New Jersey Statutes shall not be subject to arbitration.

B. Grievances initiated by the Township shall be filed directly with the PBA within thirty (30) 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 however, in the event the Township files a Scope of Negotiations Petition with PERC, the arbitration will be stayed pending a decision of the petition by the Commission.

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, and shall not add anything to, nor subtract anything from the agreement. 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. No more than one grievance at a time may be considered by the Arbitrator without prior written agreement of the Parties.

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.

E. All arbitration proceedings shall be closed proceedings and attendance at the proceedings shall be strictly limited to a maximum of three representatives for the Township and two representatives for PBA, one local shop steward, the grievant, and legal counsel for the Township and the Union. All witnesses shall be sequestered during the proceeding at the request of either party.

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.

The Township shall provide the PBA access to its facilities for purposes of: meeting with individual employees to investigate and discuss grievances, workplace related complaints and other workplace issues; collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and the right to meet with newly hired employees. Worksite meetings shall be conducted during non-working time and scheduled as soon as practical with no less than twenty-four (24) hours advance notice by contacting the Chief of Police. Where the facilities of the Police Department cannot accommodate a meeting, the PBA

XXVII. WORKPLACE DEMOCRACY ACT PROVISIONS

- within three (3) months of said violation, the benefits shall be deemed waived.
- benefit existing prior to its effective date. In the event the PBA does not notify the Township interpreted and/or implied so as to eliminate, reduce or otherwise detract from any employee
- E. Unless otherwise provided in this contract, nothing contained herein shall be an instrument in writing, duly executed by both parties.
- D. This Agreement shall not be modified in whole or in part by the parties except by and/or Association, exclusive of Counsel, exceed three (3) persons.
- Department or require an off-duty Officer to be called in. However, in no event shall the Union of regular straight time pay, provided that attendance does not reduce the effectiveness of the of a collective bargaining agreement, will be excused from their work assignments without loss Association, to participate in collective bargaining meetings called for the purpose of negotiation
- C. Employees of the Employer, who may be designated by the Union and/or

shall contact the Department of Public Works offices at extension 3311 or 3312 to schedule use of the Civic Center. For purposes of meeting with a new hire to the bargaining unit, the PBA will schedule time by contacting the Chief of Police so as to schedule time during the new hire orientation conducted by the assigned Field Training Officer. The PBA's new hire meeting will be without charge to the pay or leave time of the new hire if it is no more than 120 minutes in duration.

Within 10 calendar days from the date of hire of a bargaining unit officer, and every 120 calendar days beginning on January 1, 2019, the Township shall provide the PBA the contact information required by law for bargaining unit members within an excel spreadsheet via email to an email address designated by the PBA in writing to the Chief of Police and Business Administrator.

The PBA may communicate via email to bargaining unit officers via the Township email assigned to that officer. Use of email shall comply with Township policies applicable to all employees.

XXVIII. 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 or any other class protected by law.

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.

XXIX. TERM AND RENEWAL

This Agreement shall have a term from January 1, 2019 through December 31, 2023. If the parties have not executed a successor Agreement by December 31, 2023, 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:

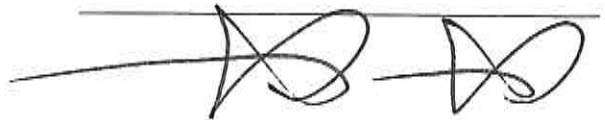
Kenneth T. Palmer, Mayor

ATTEST:

Michael J. Martin

Sabina T. Martin, Township Clerk

MANCHESTER TOWNSHIP LOCAL 246 POLICE BENEVOLENT ASSOCIATION



President Negotiation Committee

ATTEST:



Negotiation Committee

Appendix A

2019-2023 Step Guide

	2018 (current)	2019	2020	2021	2022	2023
Academy	\$34,000.00	\$35,020.00	\$36,070.60	\$37,152.72	\$38,267.30	\$39,415.32
Probation	\$42,000.00	\$43,260.00	\$44,557.80	\$45,894.53	\$47,271.37	\$48,689.51
1 year completed	\$47,614.00	\$49,442.72	\$50,926.00	\$52,453.78	\$54,027.40	\$55,643.50
2 years completed	\$51,502.00	\$55,625.44	\$57,294.21	\$59,013.03	\$60,783.42	\$63,677.50
3 years completed	\$55,389.00	\$61,808.17	\$63,662.41	\$65,572.28	\$67,539.45	\$71,171.49
4 years completed	\$61,276.00	\$67,990.89	\$70,030.62	\$72,131.53	\$74,295.48	\$78,665.49
5 years completed	\$67,164.00	\$74,173.61	\$76,398.82	\$78,690.78	\$81,051.51	\$86,159.48
6 years completed	\$73,051.00	\$80,356.33	\$82,767.02	\$85,250.03	\$87,807.53	\$93,653.47
7 year completed	\$78,938.00	\$86,539.05	\$89,135.23	\$91,809.28	\$94,563.56	\$101,147.47
8 years completed	\$84,825.00	\$92,721.78	\$95,503.43	\$98,368.53	\$101,319.59	\$108,641.46
9 years completed	\$90,713.00	\$98,904.50	\$101,871.63	\$104,927.78	\$108,075.62	\$116,135.45
10 years completed	\$96,600.00	\$105,087.22	\$108,239.84	\$111,487.03	\$114,831.64	\$123,629.45
11 years completed	\$102,487.00	\$111,269.94	\$114,608.04	\$118,046.28	\$121,587.67	\$131,123.44
12 years completed	\$108,375.00	\$117,452.67	\$120,976.25	\$124,605.53	\$128,343.70	\$138,617.43
13 years completed	\$114,262.00	\$123,635.39	\$127,344.45	\$131,164.78	\$135,099.73	\$146,111.43
14 years completed	\$120,149.00	\$129,818.11	\$133,712.65	\$137,724.03	\$141,855.75	
15 years completed	\$126,037.00					

- Officers in the step guide shall receive a step increase on their anniversary date. Each "step" will also increase in value on January 1st of each year, as shown in the guide, and shall also be reflected in an officer's pay at that time.
- Once the top step is attained, the officer will receive a \$4,000 per year increase to their pensionable base salary effective January 1st of the year immediately following or will assume the current top step, whatever is higher.
- In years where a step is removed from the guide (2019 & 2023), the annual raise amount is added to the top step and probation step only. The remaining steps are then re-equalized across the salary range, less one step, creating the salary guide for that given year. The academy step is unaffected.
- Payment of the stated annual salary shall be adjusted to reflect the actual number of pay periods within a given calendar year (26/27 pays; Arbitration Award, Docket No. AR-2017-118)