

Finance

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT BETWEEN
POLICE CHIEF EDWARD NIESZ AND
THE TOWNSHIP OF MANALAPAN**

Mr. Nelson offered the following Resolution and moved its adoption:

WHEREAS, the Township of Manalapan has recognized the need to enter into an agreement with the Chief of Police of the Manalapan Township Police Department; and

WHEREAS, this agreement represents the complete and final understanding on all bargaining issues between the Township and the Chief of Police.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Manalapan that the Mayor and Township Clerk be and are hereby authorized to execute the agreement between the Township of Manalapan and Chief of Police Edward Niesz in accordance with the form attached hereto.

BE IT FURTHER RESOLVED that the appropriate Township officials be and are hereby authorized to carry out the terms and conditions of this resolution.

BE IT FURTHER RESOLVED that the Clerk forward a certified copy of this Resolution to the Administrator, Director of Finance, and Chief Edward Niesz.

SECONDED BY Mr. Jacobson and adopted on roll call by the following vote:

AFFIRMATIVE: Jacobson, McNaboe, Musich, Nelson, Cohen

NEGATIVE: None

ABSTAIN: None

ABSENT: None

DATED: November 8, 2023

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
RESOLUTION ADOPTED BY THE TOWNSHIP OF MANALAPAN
DURING A MEETING HELD ON NOVEMBER 8, 2023



MUNICIPAL CLERK
TOWNSHIP OF MANALAPAN

EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP
OF MANALAPAN
AND

EDWARD NIESZ TO SERVE AS CHIEF OF POLICE

ARTICLE I
RECOGNITION

THIS AGREEMENT, entered into on this day of , 2023 by and between Manalapan Township, in the County of Monmouth, New Jersey (hereinafter referred to as the "Township"), and Edward Niesz (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Township and the Chief of Police.

ARTICLE II
MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III
RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Township and the regulations and policies established by the Manalapan Township Committee, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report at least monthly to the Appropriate Authority by any such forms as the Township shall require, as to the operation of the police force during the preceding month.

ARTICLE IV **WORKWEEK**

1. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work at least thirty-five (35) hours per week. The Chief of Police may, at his discretion, with approval of the Township Administrator, work from

an offsite location no more than 35 hours annually. Should the Chief of Police exercise this, the Township Administrator may request a report of what was done while offsite.

2. The Chief of Police shall be entitled to utilize personal days as provided in Article X.

3. Any hours over 35 hours worked in any week may be adjusted and taken off at a later time as has been the practice during past Chief's tenure.

ARTICLE V SICK LEAVE, OTHER ACCRUED TIME

1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for a seriously ill member of his immediate family.

2. In the event the Chief of Police requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.

3. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Township may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Township may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.

4. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than four (4) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.

5. Sick leave shall accrue for the Chief of Police at the rate of fifteen (15) working days in every calendar year of employment, and shall accumulate from year to year, to be used as set forth herein.

6. The Chief of Police shall be eligible for sick leave allowance, pursuant to Section 30-22L of the Township Code only for the years 2021, 2022 and 2023.

7. Upon retirement with twenty-five years of service in the Police and Fire Retirement System or with an ordinary or accidental disability, the Chief of Police shall receive one day's pay for every two days of accumulated sick time up to a maximum of \$15,000.

8. Upon retirement with twenty-five years of service in the Police and Fire Retirement System or with an ordinary or accidental disability, the Chief of Police shall be compensated for all other accrued unused vacation time; personal days; compensatory time and scheduled adjustment time. As of January 1 of each year, all annual benefit time shall be vested and accrued without proration.

ARTICLE VI
INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Chief of Police shall be entitled to full pay for a period of 52 weeks the Chief of Police exercises this right, he shall surrender to and deliver any workman's compensation salary payments to Manalapan Township in order to receive his entire salary payment.

2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.

3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Township of Manalapan, that he is unable to work, and the Township may reasonably require the Chief of Police to present such a certificate or report from time to time.

4. If the Township does not accept the certificate or report of the physician designated by the Township of Manalapan, the Township shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Township.

5. In the event the Township's physician certifies the Chief of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief of Police disputes the determination of the Township physician, then the Township and the Chief of Police shall mutually agree upon a third physician, who shall then examine the Chief of Police. The cost of the third physician shall be borne equally by the Township and the Chief of Police. The determination of the third physician as to the Chief of Police's fitness to return to active duty shall be final and binding upon the parties. In the event the third physician also certifies the Chief of Police fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.

6. In the event the Chief of Police is granted any injury leave, the Township's sole obligation shall be to pay the Chief of Police the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE VII **FUNERAL LEAVE**

1. The Chief of Police shall be entitled to leave pursuant to section 30-30 of the Township Code.

ARTICLE VIII **VACATIONS**

1. The Chief of Police shall be entitled to twenty-six (26) days of vacation time annually, plus five (5) additional days pursuant to section 30-21(4) of the Township Code.

2. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave unless the Deputy Chief or Captain are available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief of Police. The Chief of Police shall be required to report to the Township Administrator the dates which the Chief of Police has selected for his vacation. Such information shall be provided to the Township Administrator, in writing, at least two (2) weeks in advance of the beginning of the vacation period. If the vacation period selected by the Chief of Police conflicts with a planned activity that requires the presence of the Chief of Police, the Township Administrator shall have the right to require the Chief of Police to select a different vacation period.

3. Vacation time shall be computed from the original day of employment. Any unused vacation time which does not exceed five (5) days may be carried over to the following year. Any unused and accrued vacation time, subject to the limit of carry-over set forth above, shall be compensated for by the Township as straight time when the Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the Township. However, any unused and accrued vacation time will not be compensated for if the Chief of Police terminates his employment with the Township without giving two (2) weeks prior notice to the Township Administrator.

ARTICLE IX
HOLIDAY TIME

1. The Chief of Police shall be entitled to twelve (12) holidays per calendar year during the term of this contract.

ARTICLE X
PERSONAL DAYS

1. The Chief of Police may utilize three (3) days a year for leave for personal, business, household, or family matters as described below, and such leave shall not accumulate from year to year.

2. An application for a personal day should be submitted to the Township Administrator for requesting a personal day. The request for a personal day must be submitted at least one (1) day in advance, except where exigent circumstances prevent the giving of such notice. The approval or denial of any requested personal day must be communicated by the Township Administrator to the Chief of Police.

ARTICLE XI
INSURANCE, HEALTH AND WELFARE

1. The Township shall maintain medical insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent) at levels of not less than those then in effect. The Township shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently

provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department.

2. Upon retirement, and after twenty-five (25) years of service with the Police Department, the Chief of Police, his spouse and dependent children shall be entitled to continue to receive insurance coverage at levels not less than those then in effect along with a drug prescription plan, as though still employed by the Township. The Chief of Police shall contribute, through withholding of the contribution from the monthly retirement allowance, the same amount or percentage as all Department Head retirees, not to exceed 1.5%. If, for whatever reason, the health benefit contribution is not withheld from his retirement allowance, he shall be billed for the same by the Township. Upon his death, his spouse will receive insurance coverage as if the Chief of Police were still living, so long as she does not remarry. The Township will also reimburse the Chief or his spouse for Medicare Part B contributions once the Chief or his spouse reach the required age for coverage under Medicare, at which time the Health Benefits Program will become a secondary health care coverage to Medicare.

3. The Township shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief of Police, subject to the approval of the Township, and such approval shall not be unreasonably withheld by the Township.

The Township shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

4. Should the Chief of Police be required, after retirement, to appear for testimony in any legal proceeding or for meetings or consultation with Township Officials or legal counsel, he shall be compensated at the hourly rate of pay of the then current Chief or acting Chief of Police.

5. If the Township enters into an Agreement with the Manalapan Superior Officers Association that provides for a greater benefit than contained herein, the Chief of Police and the Township agree to meet to discuss whether such benefit shall be included herein.

ARTICLE XII

CLOTHING ALLOWANCE

1. The Chief of Police and the Township agree that there shall be a clothing allowance provided to the Chief of Police in the amount of \$1,500 payable to the Chief of Police on or before the first pay in December. This shall be prorated in the final year of service.

2. The Township shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing

such items, provided reasonable replacement costs are mutually agreed to between the Township and the Chief of Police.

3. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE XIII

PERSONAL CAR

1. The Township agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use. The make and model of the automobile shall be determined by the Township. However, it shall be a full-sized, four-door car and shall be equipped with such equipment as is needed for police work.

2. The Chief of Police shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

3. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.

4. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XIV SALARY

The salary of the Chief of Police for the years 2021, 2022 and 2023 shall be as set forth in the applicable salary ordinances. Effective January 1, 2024 the salary of the Chief of Police shall be eight percent (8%) higher than the base salary for a Senior Captain with a Master's degree as set forth in the then current Agreement between the Township and the Superior Officers Association.

ARTICLE XV LONGEVITY

1. The Chief of Police shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service and determined according to the following schedule:

<i><u>Years of Service</u></i>	<i><u>% of Annual Base Salary</u></i>
Starting in the twentieth (20) year	10%

2. Longevity pay shall be applied on the basis of the Chief of Police's anniversary date of employment.

ARTICLE XVI

EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature subject to approval by the Township Administrator. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Township. In no event shall the Township be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

2. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference subject to approval by the Township Administrator. If the Chief of Police attends a conference at Township expense, the Chief of Police shall provide the Township with proof of expenses for attending such conference, by way of receipts or vouchers. The Chief of Police shall also be required to provide a written report to the Township Administrator which details the information presented at the conference, including how such information is valuable and useful to the Manalapan Township Police Department. Such report shall also include

recommendations as to how the information can be implemented for the improvement of the Police Department.

3. The Township also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police. The total amount of membership dues shall be budgeted annual in the Police Department budget and subject to approval by the Township Committee.

4. The Township agrees to grant time off and pay all expenses incurred by the Chief of Police in attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey. The Chief of Police shall first obtain permission to attend such meetings from the Township Administrator.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court 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.

ARTICLE XVIII

FULLY BARGAINED PROVISION

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

ARTICLE XIX
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Charter, Ordinances, or Rules and Regulations of the Police Department for the Township, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued, except for the sick leave allowance pursuant to Section 30-22L of the Township Code, entitlement to which shall terminate on December 31, 2023.

ARTICLE XX
EVALUATION

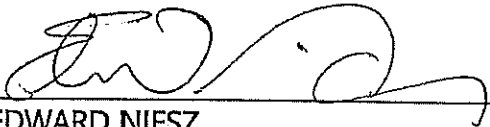
The parties agree that the Chief of Police shall be evaluated not later than once each year with respect to his job performance during the year.

ARTICLE XXII
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of February 1, 2021, the date of the appointment of the Chief of Police. This agreement will remain in force unless modified by a written agreement signed and authorized by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

CHIEF OF POLICE
MANALAPAN TOWNSHIP


EDWARD NIESZ

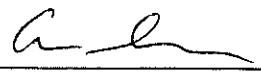
MAYOR
MANALAPAN TOWNSHIP


SUSAN COHEN

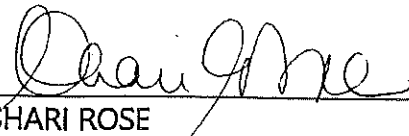
Dated: _____

Dated: _____

Witness:


Carmen Sevilla

Attest:


SHARI ROSE

MUNICIPAL CLERK

Dated: _____

Dated: November 21, 2023