

RESOLUTION NO. 85-2021

**RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWNSHIP OF EAST HANOVER AND EAST HANOVER
SUPERIOR OFFICERS ASSOCIATION**

WHEREAS, the Township of East Hanover and the East Hanover Superior Officers Association have negotiated as to the terms of a collective bargaining agreement from January 1, 2020 to December 31, 2023, inclusive; and

WHEREAS, the parties have agreed in principle to the terms of said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover in the County of Morris, New Jersey, that the collective bargaining agreement between the Township of East Hanover and the East Hanover Superior Officers Association for the years 2020 through 2023, inclusive; a copy of which is appended hereto and made a part hereof as if written in full herein is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized and directed to execute the agreement on behalf of the Township.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on April 5, 2021.


Paula A. Massaro, RMC, Township Clerk

Councilman Brokaw
Councilman DeMaio
Councilman Martorelli
Council President Jandoli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT
✓			
✓			
✓			
✓			
✓			

AGREEMENT

Between

TOWNSHIP OF EAST HANOVER

and

EAST HANOVER SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE		PAGE
AGREEMENT.....		1
ARTICLE I	RECOGNITION	2
ARTICLE II	GENERAL PROVISIONS	3
ARTICLE III	HOURS AND OVERTIME.....	4
ARTICLE IV	METHOD OF COMPENSATION.....	6
ARTICLE V	SALARIES	7
ARTICLE VI	LONGEVITY	8
ARTICLE VII	HOLIDAYS	9
ARTICLE VIII	EDUCATION INCENTIVES.....	10
ARTICLE IX	UNIFORMS AND EQUIPMENT	12
ARTICLE X	VACATIONS	13
ARTICLE XI	HEALTH AND INSURANCE BENEFITS	15
ARTICLE XII	SICK TIME.....	19
ARTICLE XIII	PERSONAL LEAVE.....	21
ARTICLE XIV	LIABILITY PROVISIONS	23
ARTICLE XV	GRIEVANCE PROCEDURE.....	24
ARTICLE XVI	MANAGEMENT RIGHTS	25
ARTICLE XVII	SEPARABILITY AND SAVINGS	26
ARTICLE XVIII	TOTAL AGREEMENT.....	27
ARTICLE XIX	TERM	28
SCHEDULE A		
	LONGEVITY CHART.....	29
SCHEDULE B		
	TERMINAL LEAVE.....	30

AGREEMENT

This Agreement made and entered into this 5th day of April, 2021 by and between the Township of East Hanover, in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township" or "Employer"), and the East Hanover Superior Officers Association, (hereinafter the "SOA"), represents the complete and final understanding on all bargainable issues between the Township and such Employees who are covered pursuant to Article I, Section A hereof.

The Township has negotiated with duly authorized representatives of the SOA, who represent the Employees defined in Article I, Section A, with respect to the terms and conditions of employment between said Employees and the Township. The following is hereby agreed to by both parties:

ARTICLE I

RECOGNITION

Section A. The Township hereby recognizes the SOA as the sole and exclusive bargaining agent for all Lieutenants and Captains presently and hereafter employed by the Township in its Police Department.

Section B. Unless otherwise indicated, the terms "Employee," "Officer" or "Member" as used in this Agreement shall refer to all Employees represented by the SOA in the bargaining unit defined Article I, Section A. References to the masculine gender include the feminine gender.

Section C. The Township will continue its policy of no discrimination, intimidation or coercion by the Township, or any of its agents, against any and all Employees represented by the SOA because of membership or activity in said SOA. The SOA shall not intimidate nor coerce any Employee into membership in said SOA. Neither the Township nor the SOA shall discriminate against any Employee because of race, color, creed, sex, national origin, political affiliation or marital status.

ARTICLE II

GENERAL PROVISIONS

Section A. For the purposes herein, “completed years of service” for all members of the SOA is to mean and/or include:

1. “Completed years of service” for pension calculation are accumulated from the date of the member's appointment as a full-time Police Officer.
2. For the purpose of calculating longevity and vacations, members appointed to the East Hanover Police Department up to and including the first day of July of the calendar year appointed, shall have their benefit calculation made retroactive to January 1 of that year. Those members appointed subsequent to July 1 of the year of appointment shall have their benefit calculation begin as of January 1 of the succeeding year.

ARTICLE III

HOURS AND OVERTIME

Section A. The work week under this Agreement shall be thirty-seven and one-half (37 1/2) hours plus roll call with a thirty-minute (30) meal period, except that Lieutenants assigned to the Patrol Division working under Section B, Paragraph 2 of this Article shall receive a forty-five minute (45) meal period.

Section B. Work Schedules.

1. All members covered by this Agreement, with the exception of Lieutenants assigned to the Patrol Division, shall work either five (5) consecutive days, not to exceed five (5) duty days in any seven (7) day period, or four (4) days on duty; two (2) days off pursuant to their respective assignment and scheduling by the Chief of Police. A day shall consist of eight (8) consecutive hours of duty time plus a fifteen (15) minute roll call each day.
2. Lieutenants assigned to the Patrol Division may, at the discretion of the Chief of Police, work two (2) days on duty; two (2) days off; three (3) days on; two (2) days off; two (2) days on; three (3) days off. A day shall consist of twelve (12) consecutive hours of duty time plus a fifteen (15) minute roll call.

Section C. Included in the Captain's base compensation as set forth in Article V is "Administrative Pay" or compensation for any administrative duties and assignments in addition to those regularly assigned as may be designated by the Chief of Police.

Section D. Lieutenants covered by this Agreement shall be paid overtime as follows:

1. Lieutenants working a schedule as defined in Section B, Paragraph (1) of this Article who have worked in excess of eight (8) hours in any twenty-four (24) hour period shall be paid at the rate of one and one-half (1.5x) times the Lieutenant's regular straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.
2. Lieutenants working a schedule as defined in Section B, Paragraph (2) of this Article who shall have worked in excess of twelve (12) hours in any twenty-four (24) hour period shall be paid at one and one-half (1.5x) times the Lieutenant's straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.

3. Overtime shall be paid and compensatory time in lieu of overtime shall be credited only in such cases where the member wishes and the Department agrees to the use of such compensatory time within the same pay period in which it is earned; provided, however, that each member may carry a bank of not more than forty-eight (48) hours of compensatory time (the product of having worked thirty-two (32) hours of overtime). No member with more than forty-eight (48) hours of compensatory time may accrue additional such time until he is below forty-eight (48) hours.

Section E. Lieutenants covered by this Agreement who are put "on call" shall be paid three (3) hours at one and one-half (1 1/2) times their straight time hourly rate as defined in Article IV, Section A. The payment for an on-call assignment shall apply only once for each seven (7) day on-call assignment period.

Section F. All Lieutenants required to participate in in-service training or Police business other than during their on-duty time shall be compensated for the actual time spent at the Lieutenant's straight time salary rate as defined in Article IV, Section A with a guarantee of four (4) hours paid.

Section G. All required court appearances by Lieutenants on Police Department business that extend in time beyond the normal tour of duty shall be paid at one and one-half (1 1/2) times the Lieutenant's straight time hourly rate for such overtime. All required court appearances by Lieutenants on Police Department business that occur during the Lieutenant's time off or vacation or compensatory time shall be paid at one and one-half (1 1/2) times the Employee's straight time hourly rate as defined in Article IV, Section A with a guaranteed minimum of two (2) hours paid.

Section H. Any Lieutenant called in to duty on the Employee's off-time or vacation time shall be paid at one and one-half (1 1/2) times the Lieutenant's straight time hourly rate as defined in Article IV Section A with a guaranteed minimum of two (2) hours paid.

ARTICLE IV

METHOD OF COMPENSATION

Section A. Annual base salary and longevity pay shall be payable in the semi-monthly payroll check. The combination of annual base salary and longevity pay is straight time annual salary and divided by one thousand nine hundred fifty (1,950) hours equals straight time hourly rate.

Section B. Holiday pay shall be payable in the semi-monthly paycheck based on the amount calculated per Article VII, Section B.

Section C. Education incentives shall be paid in the semi-monthly paycheck according to the entitlement requirements of Article VIII.

Section D. Overtime pay shall be payable semi-monthly in the regular paycheck based on submission of an appropriate overtime report approved by the Chief of Police. The number of overtime hours shown on the overtime report for each Employee shall be multiplied by one and one-half (1 1/2). The product of that calculation shall be multiplied by the Employee's straight time hourly rate calculated per Section A of this Article. Overtime shall be paid in this manner unless otherwise specified, such as the in-service training defined in Article III, Section F.

Section E. Compensation as defined in Article IV, Sections A, B, and C shall be pensionable under the regulations of the New Jersey Policemen's and Firemen's Retirement System.

Section F. It is understood that semi-monthly as used herein shall mean two (2) times per month, twenty-four (24) pays per year.

ARTICLE V

SALARIES

Section A. Annual base salaries for full-time Employees shall be in the amounts delineated herein. These rates shall be divided by twenty-four (24) and the quotient amount included in the semi-monthly paycheck. The rates are set forth below. Retroactive pay, if applicable, shall be paid within thirty (30) days of the signing of the Agreement.

Section B. For those employees hired on or after January 1, 2016 any promotion shall be paid in two steps as opposed to the current practice of an immediate increase to base pay. Upon such a promotion, the new hire shall receive a salary increase equal to ½ of the difference between his or her salary immediately prior to the promotion and the salary of his/her new, promoted title. After one year in the promoted title, the new hire shall be paid the final 50% increase and shall be at full salary for that rank. Such increase shall not affect any other raise to base salaries.

<u>SOA ANNUAL BASE SALARY CHART</u>				
	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
<u>RANK</u>	<u>0%</u>	<u>1.5%</u>	<u>1.5%</u>	<u>1.5%</u>
<u>LIEUTENANT</u>	<u>\$142,542</u>	<u>\$144,681</u>	<u>\$146,852</u>	<u>\$149,055</u>
<u>CAPTAIN</u>	<u>\$156,796</u>	<u>\$159,148</u>	<u>\$161,536</u>	<u>\$163,960</u>

ARTICLE VI

LONGEVITY

Section A. All members shall receive longevity pay according to the following schedule; provided, however, that any member who was a duly sworn Officer on the date of ratification of this Agreement shall receive longevity pay in accord with Schedule A attached hereto and made a part of this Agreement:

Upon Completion of 5 Years of Service	2.5%
Upon Completion of 10 Years of Service	5.0%
Upon Completion of 15 Years of Service	7.5%
Upon Completion of 20 Years of Service	11.0%
Upon Completion of 24 Years of Service	12.5%

Section B. All members hired after December 31, 2011 shall NOT receive longevity.

ARTICLE VII

HOLIDAYS

Section A. The following holidays are observed by the Township of East Hanover:

New Years Day	Memorial Day	Election Day
Martin Luther King's	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Presidents Day	Columbus Day	Day after Thanksgiving
Good Friday	Christmas Day	

Section B. In lieu of time off, each member shall be paid for fourteen (14) holidays per year in an amount equal to one hundred sixty-eight (168) times the member's straight time hourly rate. This compensation shall be paid without regard to the actual number of holidays worked, and it is understood and accepted by all members that the present work schedule is fair and impartial and that in any given year, some members will work more holidays than others.

Section C. Holiday pay will be payable in the semi-monthly paycheck as delineated in Article IV, Section B.

ARTICLE VIII

EDUCATION INCENTIVES

Section A. All full-time members appointed to the East Hanover Police Department prior to January 1, 1996, and all full-time members thereafter appointed on the basis of military service shall be entitled upon completion of one full year of service to be paid Twenty Dollars (\$20.00) per year for each college credit hour successfully completed at an accredited college or university leading to an Associate degree in Criminal Justice, Law Enforcement or Police Science or such other course of study as the Chief may recommend and the Township Administrator shall approve as relevant to the performance of a Superior Officer, subject to the following limitations:

Section B. All full-time members who have attained an Associate Degree (or who were appointed on the basis of having attained sixty-four (64) credit hours) and who have completed a minimum of two (2) years of service in the East Hanover Police Department are eligible for an education incentive payment of Eight Hundred Fifty Dollars (\$850.00) annually upon attainment of a Bachelor Degree in Criminal Justice, Law Enforcement or Police Science, or in such other area of study as the Chief shall recommend and the Township Administrator shall approve as relevant to the performance of a Superior Officer. Payment for this education's incentive shall be according to the following schedule:

1. Upon satisfactory completion of twelve (12) credit hours beyond the Associate Degree (minimum seventy-six (76) total credits), Two Hundred Dollars (\$200.00).
2. Upon satisfactory completion of twenty-four (24) credit hours beyond the Associate Degree (minimum eighty-eight (88) total credits), Four Hundred Dollars (\$400.00).
3. Upon satisfactory completion of thirty-six (36) credit hours beyond the Associate Degree (minimum one hundred (100) total credits), Six Hundred Dollars (\$600.00).
4. Upon attainment of the Bachelor Degree, Eight Hundred Fifty Dollars (\$850.00).

Section C. All credits accumulated up to and including the fall semester of any given year shall be eligible for payment in the next calendar year provided that proper certification from the college or university attended showing the number of credit hours earned and evidence of passing grades is presented to the Chief of Police by January 31 of the year in which payment is requested.

Section D. The educational incentive amount earned shall be divided by twenty-four (24), the quotient disbursed in the member's semi-monthly paycheck.

Section E. Participation in this program, which means pursuing an education on the member's own

time, shall not relieve the member from any obligation to his/her duties as a Police Officer and the Township Police Department. Failure to meet any and all duties and obligations may result in a member's suspension from this program after a fair and proper hearing.

Section F. Candidates for appointment to the Police Department who are required to have obtained a Bachelor Degree as a prerequisite thereto and who may thereafter be appointed to the Department shall not be eligible for educational incentive payments.

ARTICLE IX

UNIFORMS AND EQUIPMENT

Section A. The Township has provided a complete issue of uniforms and equipment, as designated by the Chief of Police, to each member at the time of the member's appointment to the East Hanover Police Department.

Section B. Members shall be responsible for the maintenance and replacement of the uniforms and equipment issued by the Township with the exception of replacement of the member's firearms and ammunition and protective vests. Protective vests shall be replaced on a five (5) year schedule, provided, however, that where deemed necessary by the Chief, an individual's vest shall be replaced immediately.

Section C. Any addition or change in the uniform or equipment that is mandated by the Chief of Police shall be deemed original issue and shall be provided to all members at Township expense. Any addition or change in the uniform or equipment requested by the Chief of Police or the SOA with the approval of the Chief of Police and seventy-five percent (75%) of the members covered under this contract shall be paid for by the members. No dissenting member shall have any claim to having this change or addition paid for by the Township. All uniform changes, whether requested by the Chief of Police or the SOA members, shall be done with the advice and consent of the Appointing Authority.

ARTICLE X

VACATIONS

Section A. An annual paid vacation shall be provided for each and every full-time member.

Section B. The vacation period for each year shall be in accordance with the following ("years of service" shall be as defined in Article II, Section A):

1. From completion of one (1) year of service (probation) to completion of five (5) years of service: three (3) weeks, which equates to one hundred twenty (120) working hours or fifteen (15) working days.
2. From completion of five (5) years of service to completion of ten (10) years service: four (4) weeks, which equates to one hundred sixty (160) working hours or twenty (20) working days.
3. From completion of ten (10) years of service to completion of fifteen (15) years of service: five (5) weeks, which equates to two hundred (200) working hours or twenty-five (25) working days.
4. Upon completion of fifteen (15) years of service: six (6) weeks, which equates to two hundred forty (240) working hours or thirty (30) working days.

Section C. Vacation Benefits for employees hired after December 31, 2011 shall be on the following schedule ("years of service" shall be as defined in Article II, Section A):

1. During the probationary year: One (1) week, which equates to forty (40) working hours for members of the Patrol Division and five (5) working days for all others. This amount of time shall be prorated from date of hire to December 31st of that same year. As of January 1 of the year after the probationary employee is hired, he or she shall be deemed, per practice, to have completed 1 year of service and shall receive 12 vacation days according to the table above.
2. From Completion of one (1) year of service (probation) to completion of five (5) years of service: 12 vacation days, which equates to ninety six (96) working hours for members of the Patrol Division or twelve (12) working days for all others.
3. From Completion of five (5) years of service to completion of (10) years of service: three (3) weeks, which equates to one hundred twenty (120) working hours for members of the Patrol Division or fifteen (15) working days for all others.
4. From completion of ten (10) years of service to completion of twenty (20)

years of service: four (4) weeks, which equates to one hundred sixty (160) working hours for members of the Patrol Division or twenty (20) working days for all others.

5. Upon completion of twenty (20) years of service: five (5) weeks, which equates to two hundred (200) working hours for members of the Patrol Division or twenty five (25) working days for all others.

Section D. All vacation requests shall be subject to the approval of the Chief of Police who shall be responsible for the preparation of the vacation schedule. The Chief of Police shall have full authority to limit the number of members on vacation at one time.

Section E. Vacations shall be scheduled on the basis of seniority of the members.

Section F. All vacation days in excess of fifteen (15) working days, or vacation hours in excess of one hundred twenty (120) working hours to which a member is entitled shall expire on the anniversary date of the year immediately following the year in which said vacation days become due. In the event that a member fails or neglects to use these vacation days, it shall be deemed that he has waived any and all rights to these days.

Section G. Upon death, retirement or termination of employment for any reason, there shall be paid to the said member or to his estate a sum equal to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the death, retirement or termination occurs and any vacation leave which may have been carried over the preceding calendar period, less any vacation leave used by the member prior to death, retirement or termination in the year such event occurs.

ARTICLE XI

HEALTH AND INSURANCE BENEFITS

Section A. The Township shall provide and pay a percentage of all premiums under New Jersey State Statutes, unless otherwise stated, in connection with the following benefits for each member, where applicable, as in Subsections (1) through (4), inclusive, for each eligible family member. Effective January 1, 2016, employees of this bargaining unit shall contribute to the cost of their health insurance consistent with the rate chart established for “Tier 4” of P.L. 2011, Chapter 78.

(1) Health and Medical Benefits

The Township shall provide a comprehensive major medical/surgical policy which at a minimum, provides a level of coverage consistent with the health care industry of an open access plan which is currently offered through New Jersey State Health Benefits Program and is called NJ Direct10.

(2) Dental Health Benefits

A dental health plan providing the following minimum benefits:

- A. The deductible shall not exceed \$200.00 annually.
- B. Per patient annual maximum: One Thousand Five Hundred Dollars (\$1,500.00)
- C. Pre-existing conditions: Fully covered.
- D. Preventive and Diagnostic: Fully (one hundred percent (100%)) covered
- E. Basic procedures: Ninety percent (90%) covered; ten percent (10%) co-payment
- F. Prosthodontics: Seventy percent (70%) covered; thirty percent (30%) co-payment
- G. Special orthodontics: Fifty percent (50%) co-pay; One Thousand Dollars (\$1,000.00) per case maximum by carrier.
- H. Periodontal surgery: Ninety percent (90%) covered; ten percent (10%) co-payment.

(3) Prescription Drug Benefit

The Township shall provide a comprehensive prescription drug plan policy for employees which at a minimum, provides a level of coverage consistent the plan which is currently offered through the New Jersey State Health Benefits Program as the State Prescription Drug Plan. Oral contraceptives shall be a covered expense.

(4) Vision Care

The Township shall offer a Vision Care Plan to all SOA members. The parties agree that this plan will remain in effect, however, both sides agree to re-open and negotiate a vision plan if mutually agreed to by both parties.

(5) Life Insurance

- A. A life insurance policy equal to three times (3x) each member's straight time annual salary to a maximum of \$650,000 shall be provided to each employee for the full duration of the employee's employment with the Township.
- B. All members who are covered by this Agreement on the date of ratification of same and who shall retire on or after the date of execution of this contract, shall be provided with a death benefit equal to three times (3x) the Employee's annual salary at time of retirement, to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00), which benefit shall cease and terminate upon the retiree's seventieth (70th) birthday.
- C. Any employee who becomes a member of the SOA after ratification of this contract shall NOT be entitled to any death benefit from the Township once said Employee's employment with the Township ceases.

(6) Income Replacement (Short and Long Term Disability)

- A. The Township shall provide Employee's an income replacement plan benefit which shall provide a weekly benefit in the event of disability suffered other than in the line of duty with the maximum replacement rate equal to two-thirds (66.67%) of employee's straight time rate, to a maximum of nine hundred three dollars (\$903.00) per week. Employee's must file application with the Township's Short-Term Disability Insurance Carrier through the East Hanover Finance Office, and upon approval, of benefits shall begin seven (7) days following onset of the disability, or after employee has utilized all accumulated unused sick time, whichever is later. Short-Term Disability Benefits shall be termed the initial 26 weeks (6 months) of disability from the onset of the injury, sickness or disease and shall be paid by the Township's Short-Term Disability Insurance Carrier directly to the disabled employee. Short-Term disability shall be defined as when the Employee is not able to perform essential functions of his or her title as a law enforcement officer due to injury, sickness or disease.
- B. In the event that the covered Employee is still disabled following six (6) months of Short-Term Disability, then they shall file application with the Township's Long-Term Disability Insurance through the East Hanover Finance Office. Long-Term Disability shall be termed 78 weeks (18 months) following the

Short-Term Disability period of 26 weeks (6 months), and shall be paid by the Township's Long-Term Disability Insurance Carrier directly to the disabled employee upon the approval of the filed application. Long-Term disability shall be defined as when the Employee is not able to perform essential functions of his or her title as a law enforcement officer due to injury, sickness or disease.

- C. In the event that the employee is still disabled following eighteen (18) months of Long-Term Disability, then they shall continue to receive Long-Term Disability benefits directly from the Township's disability insurance carrier until the employee is Medicare eligible. Any payments received by the Employee under NJ Pension Disability or SSI Disability, shall be considered deductible income under the Long-Term Disability Benefit Plan and payment will be directly reduced.
- D. The Employee, while on Short or Long-term Disability cannot work in any capacity that would demonstrate an ability to perform essential functions of the Employee's title as a law enforcement officer and shall not accrue service time towards pension or other benefits. The Township shall continue to provide SHBP or health coverage for one year from onset of disability. During this time the employee is responsible for paying any normally required health premium payments to the Township.

Return to Work: The process for determining ability to return to work from a non-work-related disability shall be done in the same manner as such determinations are made when the injury, illness, or condition is work related or due to an on the job event or incident.

- E. The Township's Disability benefit plans are subject to the Employee Retirement Income Security Act of 1974 (ERISA), thus the Township of East Hanover has delegated to our Disability Insurance Carrier the discretion to determine eligibility for benefits and to construe and interpret the terms and provisions of the Group Policy, subject to any and all remedies that may exist under State and Federal law.
- F. This program is not in lieu of nor does it affect the requirements for coverage under applicable Worker Compensation laws.

Section B. Continuing Coverage

1. In the event of the death of an active Employee, the Township will pay the cost of continuing coverage under Article XI, Section A, Paragraphs (1) through (4), inclusive, for the surviving spouse until he/she remarries, and for Employee's dependents as would have been applicable had the deceased continued in active employment.
2. By adoption of the provisions of Chapter 88, P.L. 1974, as amended by Chapter 48,

PL 1999 and Chapter 78, PL 2011 the Township has assumed the obligation to provide and pay for continuing coverage of benefits as described herein, and per this Agreement the parties agree that eligible Retirees who were hired before May 21, 2010 shall have the full premium cost paid by the Township. Employees hired on or after May 21, 2010 will be required to pay an amount equal to 1.5% of their retirement allowance to the Township or the Township's designee to be used toward their retiree health benefits costs, consistent with the 1.5% mandate established by P.L. 2010, Chapter 2, so long as that 1.5% mandate remains law and applicable to those officers. Employees hired on or after January 1, 2021 who retire shall contribute to the cost of their health insurance from their retirement allowance consistent with the rate chart established for "Tier 4" of P.L. 2011, Chapter 78 in retirement. Employees who retire with twenty-five years of pensionable service or who are retiring due to a service-incurred disability shall be provided a comprehensive major medical/surgical and prescription policy which at a minimum, provides a level of coverage consistent with the health care industry of an open access plan which is currently offered through New Jersey State Health Benefits and is called NJ Retiree Direct 10 and the benefits delineated in Article XI, Section A., Paragraph (2), (3), and Paragraph (4) and shall be inclusive of retiree's dependents.

3. The Township's insurance coverage will become secondary as provided by law when covered retirees and/or their dependents are eligible for Medicare and Medicare retirees will be provided with plans equal to or better than all plans offered by the State Health Benefits Plan including but not limited to an Medicare Advantage Plan (Part C) which at a minimum, provides a level of coverage consistent with the Aetna Medicare Advantage PPO ESA Freedom 10 Plan currently offered through the New Jersey Health Benefits System with the premium paid as delineated in Article XI, Section B., Paragraph (2) above. Eligible retirees and or their dependents shall be annually reimbursed for the Medicare Part A, B and D premiums in full and within reasonable time after submitting proof of payment or their post year-end Social Security 1099 Statement.
4. The Township will continue to reimburse current and future covered retirees and their dependents for the difference of prescription co-pays under the plan that the employee retired under and the existing plan provided to retirees.

ARTICLE XII

SICK TIME

All members shall be entitled to sick days subject to the following conditions and/or limitations:

Section A. All members shall be entitled to accumulate one and one-quarter (1 1/4) Working days (Patrol Division equivalent: ten (10) hours) of paid sick leave for each completed month of service in their first (1st) year of employment. After the first (1st) year, members shall have fifteen (15) days of sick time per year. The sick leave is to be used only in times of illness of the Employee or to care for a spouse or child or other relative living in the Employee's home during their illness.

Section B. Credit for service prior to this Agreement shall be based upon records maintained by the Township. A copy of each member's record shall be provided to the member during January of each year showing accrued unused sick time through the preceding December 31. Failure of the Employee to question such accounting prior to March 1 of the current year shall be considered agreement to the figures provided.

Section C. Upon retirement or permanent separation from service in good standing, a member shall be entitled to compensation at the rate of one-half (1/2) the straight time rate for each day of unused sick leave accumulated to the time of retirement or separation up to a maximum of two hundred (200) unused accrued sick days. For the purposes of this Article a day shall equal eight (8) hours. The member may elect to receive such supplemental compensation in three (3) separate installments over a period of up to eighteen (18) months or to extend his/her terminal leave at the rate of one-half (1/2) day for each day unused accrued sick time to a maximum of two hundred (200) unused accrued days (one thousand six hundred (1,600) hours). No additional accrued sick or vacation time shall accrue, nor salary increase during such terminal leave extension.

Section D. Each member shall be required to establish and maintain a bank of not fewer than forty-five (45) accrued unused sick days (three hundred sixty (360) hours). Once such bank has been established, a member may thereafter redeem up to twenty (20) unused sick days from his/her allotment thereof at one-half (1/2) the then current straight time rate provided the bank of sick days does not fall below forty-five (45) days. In any case where an illness shall reduce the balance of banked sick time to fewer than forty-five (45) days (three hundred sixty (360) hours), the member must return the bank to a minimum of forty-five (45) days (three hundred sixty (360) hours) before redeeming any additional days.

Section E. Employees desiring to redeem unused accrued sick time shall notify their Department Head in writing by December 31st of each year of the number of days (hours) to be redeemed. Payment for such days will be made not later than January 31st of the following year.

Section F. The provisions of Paragraphs A through F, inclusive, hereof shall not apply to any member who shall be discharged from the East Hanover Police Department as a result of having

committed a crime or having been removed through an action in Superior Court related to having committed a crime.

Section G. Upon death, retirement or termination of employment for any reason, there shall be paid to the said member or to his estate a sum equal to the sick allowance for the current year prorated upon the number of months worked in the calendar year in which the death, retirement or termination occurs and any sick leave which may have been carried over the preceding calendar period, less any sick leave used by the member prior to death, retirement or termination in the year such event occurs.

ARTICLE XIII

PERSONAL LEAVE

All members shall be entitled to personal leave in accordance with the following provisions:

Section A. Bereavement Leave.

1. In case of death of a parent, step-parent, grandparent, spouse, child, step-child, grandchild, sibling or parent in-law or child in-law, or any other relative who resides in the member's household, leave shall be granted from the day of death through the day following the funeral, inclusive.
2. In case of death to an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, spouse's grandparents or a cousin of the first degree not living in the member's household, leave shall be granted one day for the wake and one day for the funeral only
3. Exceptions to the foregoing may be made when conditions warrant (such as burial in another city) wherein the member would be unable to return to duty within the time allotted, and the Chief of Police has full authority to grant special consideration in unusual cases not otherwise covered.

Section B. Personal Leave.

1. A member receives twenty-four (24) hours of personal time per year. Personal time not utilized within a given calendar year may be carried to the following year. Any personal time that is carried over to the following year must be used before the end of that calendar year or will be forfeited without reimbursement. At no time will a member be able to accrue more than forty-eight (48) hours of personal time. Each year, only twenty-four (24) hours of personal time may be reimbursed at the rate of two-thirds (66.67%) of the member's regular straight time salary.
2. Twenty-four (24) hours notice to the Chief of Police or his designee is required when requesting personal days, except under emergency conditions. Only one (1) personal day per shift will be granted unless otherwise approved by the Chief of Police or his designee. If the criteria detailed in this section is satisfied, the request shall not be unreasonably denied.

Section C. Terminal Leave.

1. Terminal Leave shall be frozen at the current dollar amount and shall not increase for all individuals as of December 31, 2011 as provided in Schedule B annexed hereto.

2. All members hired after December 31, 2011 will no longer be entitled to terminal leave.
3. For Employees hired before December 31, 2011:
 - a. Upon application for retirement, an Employee with twenty-five (25) years of pensionable service or who is retiring due to a service-incurred disability shall receive ninety (90) working days (seven hundred twenty (720) working hours) of terminal leave with full wages and benefits at the employee's 2011 annual rate of pay as provided in Scheduled B annexed hereto. The Employee may elect to extend their service by receiving their terminal leave benefit in semi-monthly pensionable payroll checks by prorating the terminal leave benefit prior to the effective date of retirement and the Employee shall not be required to report for or to perform any Police duties during this period. Each retiring Employee shall have the individual option of taking said terminal leave benefit as cash payments in three (3) separate installments over a period of up to eighteen (18) months without interest.
 - b. Such terminal leave shall be an irrevocable benefit once an Employee elects to take time off or receives any lump sum payment. As such, an individual who elects to take terminal leave cannot return to work as a Police Officer in the Township.
 - c. Any employee who files an application for retirement after the ratification of this agreement and thus is placed on terminal leave shall not continue to accrue leave time while on terminal leave despite receiving pay, and shall not be entitled to any increase in salary or longevity that would take effect during the period of terminal leave.

ARTICLE XIV

LIABILITY PROVISIONS

Whenever any civil action is brought against any Employees covered by this Agreement for the Employee's reliance upon a warrant executed by a judicial Officer, the Township of East Hanover shall defray all costs of defending such action, if any, including attorney's fees, and shall pay any adverse judgment, save harmless, and protect such Employee from all financial loss resulting therefrom.

ARTICLE XV

GRIEVANCE PROCEDURE

For 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 covered by this Agreement.

Step 1: In the event that any Employee or group of Employees covered by this Agreement believes that they are aggrieved, the Employee(s) shall present such grievance in writing to the Chief of Police or his designee within five (5) days of the event alleged underlying the grievance or within five (5) days of the date on which the Employee(s) might reasonably have been expected to know of said event. The Chief or his designee shall respond in writing within seven (7) days or the grievance shall be deemed to have been upheld.

Step 2: If the Association wishes to appeal the Step 1 decision, such appeal shall be presented in writing to the Township Administrator within ten (10) calendar days of the date of the Step 1 decision. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator may give the Association the opportunity to be heard and will render a decision in writing within twenty (20) calendar days of receipt of the written appeal or the grievance shall be deemed to have been upheld.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the Association may within ten (10) calendar days of the Administrator's decision, or the date on which it was due if no decision is rendered, refer the matter to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of the Commission. The decision of the Arbitrator shall be final and binding upon the parties.

Section B. Time periods set forth within the grievance procedure may be extended by the mutual consent of the parties.

Section C. Employees covered by this Agreement shall have the right to process their own grievance without representation.

Section D. Cost of the Arbitrator shall be borne equally by the parties, but each party shall be individually responsible for any costs it may incur.

Section E. Minor disciplinary matters (fewer than six (6) days of fine or suspension equivalent thereof) shall not be included in this grievance procedure.

ARTICLE XVI

MANAGEMENT RIGHTS

Section A. The Township hereby retains and reserves unto itself, without limitations, 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, including but without limiting the generality of the foregoing, the following rights:

1. To the executive and management control of the Township Government and its properties and facilities and the activities of its Employees.
2. To hire all Employees, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees subject to the provisions of law.
3. To suspend, demote or discharge or take other disciplinary action for good and just cause according to law.

Section B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under N.J.S.A. Titles 40, 40A, 11A or any other State or Federal law.

ARTICLE XVII

SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XVIII

TOTAL AGREEMENT

Notwithstanding any other Agreements previously in effect, the foregoing constitutes the entire Agreement between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XIX

TERM

This Agreement shall be in full force and effect from January 1, 2020, through December 31, 2023. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, written notice may be given to the other party at any time, although there shall be no obligation on either party to commence negotiations prior to October 1st, 2023, at which time, with or without prior notice from or to either party, they shall establish a date, to be not later than November 1st, 2023, at which time they shall meet and exchange proposals to terminate, renew, amend or otherwise modify this Agreement.

IN WITNESS WHEREOF, the parties have caused to be affixed hereto the signatures of their duly authorized representatives.

**EAST HANOVER SUPERIOR
OFFICERS ASSOCIATION**

By: Capt Christopher Barre

TOWNSHIP OF EAST HANOVER

By: Joseph Pannullo
MAYOR JOSEPH PANNULLO

ATTEST:

Lt. Michael Fidioppan

Paul W. Massaro

D. J. [Signature]

Lt. T. M. [Signature] #057

[Signature] 056

SOA LONGEVITY CHART SCHEDULE A

<u>NAME</u>	<u>HIRE</u>	<u>BENEFIT</u>	<u>2.0%</u>	<u>2.5%</u>	<u>4.0%</u>	<u>5.0%</u>	<u>6.0%</u>	<u>7.5%</u>	<u>8.0%</u>	<u>11.0%</u>	<u>12.50%</u>
BERRES, C.	Jan-98	1998	2002	2003	2006	2008	2010	2013	2014	2018	2022
CROKER, K.	Jan-97	1997	2001	2002	2005	2007	2009	2012	2013	2017	2021
FILLIPPONE, M.	Jan-03	2003	2007	2008	2011	2013	2015	2018	2019	2023	2027
FOX, J.	Dec-93	1994	1998	1999	2002	2004	2006	2009	2010	2014	2018
MCPARTLAND, T.	Feb-97	1997	2001	2002	2005	2007	2009	2012	2013	2017	2021

SOA FROZEN TERMINAL LEAVE AS OF 12/31/11 SCHEDULE B

Name	Hire Date	2011 Grade/Rank	2011 Straight Salary	Straight Hourly Rate	Terminal Leave
Berres, C.	1/5/1998	Sgt.	\$121,954	62.54	\$45,029
Croker, K.	1/13/1997	Sgt.	\$121,954	\$62.54	\$45,029
Fillippone, M.	1/1/2003	Ptl. 1	\$108,775	\$55.78	\$40,163
Fox, J.	12/19/1993	Sgt.	\$124,255	\$63.72	\$45,879
McPartland, T.	2/3/1997	Ptl. 1	\$110,866	\$56.85	\$40,935