

RESOLUTION NO. 153-2013

**RESOLUTION APPROVING COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE TOWNSHIP OF EAST HANOVER AND
EAST HANOVER POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL 227**

WHEREAS, the Township of East Hanover and the East Hanover Policeman's Benevolent Association Local 227 have negotiated as to the terms of a collective bargaining agreement for the years 2012-2015, inclusive; and

WHEREAS, the parties have agreed in principle to the terms of such 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 Policeman's Benevolent Association Local 227 for the years 2012 through 2015, inclusive, a copy of which is appended hereto and made a part hereof as if written in full herein, be and the same is hereby approved.

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

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Township Council of the Township of East Hanover at a regular meeting held October 7, 2013.



Paula A. Massaro, RMC, Township Clerk

Councilman Peluso
Councilman DeMaio
Councilman Martorelli
Council President Jandoli
Mayor Pannullo

| YES | NO | ABSTAIN | ABSENT |
|-----|----|---------|--------|
| ✓ | | | |
| ✓ | | | |
| ✓ | | | |
| ✓ | | | |
| ✓ | | | |

AGREEMENT

Between

TOWNSHIP OF EAST HANOVER

and

EAST HANOVER POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL 227

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

Prepared by:
Scarinci Hollenbeck, LLC
1100 Valley Brook Avenue, P.O. Box 790
Lyndhurst, NJ 07071

TABLE OF CONTENTS

| ARTICLE | | PAGE |
|---------------------------------------|-------------------------------------|-------------|
| AGREEMENT | | 1 |
| ARTICLE I | RECOGNITION | 2 |
| ARTICLE II | GENERAL PROVISIONS | 3 |
| ARTICLE III | HOURS AND OVERTIME..... | 5 |
| ARTICLE IV | METHOD OF COMPENSATION | 7 |
| ARTICLE V | SALARIES | 8 |
| ARTICLE VI | LONGEVITY | 9 |
| ARTICLE VII | HOLIDAYS | 10 |
| ARTICLE VIII | EDUCATION INCENTIVES..... | 11 |
| ARTICLE IX | UNIFORMS AND EQUIPMENT | 13 |
| ARTICLE X | VACATIONS | 14 |
| ARTICLE XI | HEALTH AND INSURANCE BENEFITS | 16 |
| ARTICLE XII | SICK TIME..... | 19 |
| ARTICLE XIII | PERSONAL LEAVE..... | 21 |
| ARTICLE XIV | LIABILITY PROVISION | 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 | | |
| ANNUAL BASE SALARIES | | 29 |
| SCHEDULE B | | |
| LONGEVITY CHART | | 31 |
| SCHEDULE C | | |
| TERMINAL LEAVE CHART (720 HOURS)..... | | 32 |

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2013, 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 Policeman's Benevolent Association, Local 227 (hereinafter the "PBA"), 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 PBA, 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 PBA as the sole exclusive bargaining agent for all Patrolmen and Sergeants 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 PBA in 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 PBA because of membership or activity in said PBA. The PBA shall not intimidate nor coerce any employee into membership in said PBA. Neither the Township nor the PBA shall discriminate against any employees because of race, color, creed, sex, national origin, political affiliation or marital status.

ARTICLE II

GENERAL PROVISIONS

Section A. For the purpose herein, “completed years of service” for all Sergeants and for all grades of Patrolman shall mean and/or include:

- (1) For advancement in pay schedule, a member covered by this Agreement who is appointed to the East Hanover Township Police Department prior to July 1 of any year shall move to the next pay grade on the following January 1 and to the succeeding pay levels on each January 1 thereafter. A member appointed to the East Hanover Township Police Department on or after July 1 of any year shall advance to the next pay grade on the following July 1 until reaching Grade I. Thereafter, all pay increases shall be effective on January 1.
- (2) “Completed years of service” for pension calculation are accumulated from the date of the member’s appointment as a full-time police officer.
- (3) 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.

Section B. Pay Grades and Advancement

The following pay grade and advancement program shall be in effect for the time period covered by this Agreement for all employees hired prior to January 1, 2012. It is understood that the dates herein referred to are for the purposes of salary advancement only and that a probationary officer retains that status for one full year irrespective of when he/she may advance to the next pay step.

- (1) Probationary/Non-Academy. From the date of appointment to the date of graduation from a recognized Police Academy training program.
- (2) Probationary/Academy. If originally appointed to the East Hanover Police Department between January 1 and June 30, inclusive, from the date of graduation from a recognized Police Academy training program to the next succeeding January 1 or, if originally appointed between July 1 and December 31, inclusive, from the date of graduation from a recognized Police Academy training program to the next succeeding July 1; or, if an Academy graduate at the time of appointment, from the date of appointment to the next succeeding January 1 if appointed between

January 1 and June 30, inclusive, or to the next succeeding July 1 if appointed between July 1 and December 31, inclusive.

- (3) Grade VII: From the January 1 or July 1 occurring not fewer than six (6) full calendar months after the date of appointment to the East Hanover Township Police Department to the next succeeding January 1 or July 1.
- (4) Grade VI: Twelve (12) calendar months from the completion of Grade VII service.
- (5) Grade V: Twelve (12) calendar months from the completion of Grade VI service.
- (6) Grade IV: Twelve (12) calendar months from the completion of Grade V service.
- (7) Grade III: Twelve (12) calendar months from the completion of Grade IV service.
- (8) Grade II: Twelve (12) calendar months from the completion of Grade III service.
- (9) Grade I: From the completion of Grade II service to promotion or retirement.

Section C. Employees hired on or after January 1, 2012, shall be on a ten (10) Step Guide as provided in Schedule A annexed hereto.

ARTICLE III

HOURS AND OVERTIME

Section A. The work week under this Agreement shall be thirty-seven and one-half (37 ½) hours plus roll call with a thirty-minute (30) meal period, except that members of the Patrol Division shall receive a forty-five minute (45) meal period.

Section B. The work schedule shall be according to assignment as follows:

- (1) Patrol Divisions: 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-minute (15) roll call each day.
- (2) All other police officers covered by the Agreement 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 fifteen (15) minute roll call each day.

Section C. Employees covered by this Agreement shall be paid overtime as follows:

- (1) Patrol Division: Any time worked in excess of twelve (12) hours in any twenty-four (24) hour period shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.
- (2) All other police officers covered under this Agreement who shall 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 ½) times the employee'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). Members who at the signing of this Agreement have more than forty-eight (48) hours of compensatory time may redeem their excess hours at the current rate or, in the alternative, may hold such hours and use them until they are at or below the forty-eight (48) hour limit. 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 D. Employees covered by this Agreement who are put "on call" shall be paid three (3) hours at one and one-half ($1\frac{1}{2}$) times their straight time hourly rate as defined in Article IV, Section A. The payment for on-call assignment shall apply only once for each seven (7) day on-call assignment period.

Section E. All employees required to participate in in-service training or police business other than during their on-duty time shall be compensated at one and one-half ($1\frac{1}{2}$) times their straight hourly rate for the actual time spent in such training or business, including reasonable travel time; provided, however, that all training for the Emergency Services Unit (ESU) shall be compensated at the employee's straight time hourly rate as defined in Article IV, Section A hereof for the actual time spent in such training including reasonable travel time. To the extent possible, employees shall be given not less than seven (7) days' notice of scheduled in-service training.

Section F. All required court appearances by employees on Police Department business that extend in time beyond the normal tour of duty shall be paid at one and one-half ($1\frac{1}{2}$) times the employees' straight time hourly rate for such overtime. All required court appearances by employees on Police Department business that occur during employees' time off or vacation or compensatory time shall be paid, including reasonable travel time, at one and one-half ($1\frac{1}{2}$) times the employees' straight time hourly rate as defined in Article IV, Section A, with a guaranteed minimum of two (2) hours paid.

Section G. It is understood that in order for employees of the Patrol Division to maintain the contractual rate of one thousand nine hundred fifty (1,950) duty hours per year, each member of the Patrol Division was, at the time of implementation of the work schedule, given a time-back bank of two hundred (200) hours for the experimental period and that such bank is to be replenished at the rate of thirty-six (36) hours each eight (8) calendar weeks.

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 based on the amount calculated per Article VIII, Section A.

Section D. Overtime pay shall be payable semi-monthly in the regular paycheck based on submission of 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 (1½). 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 ESU in-service training defined in Article III, Section E.

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 Fireman's Retirement System.

Section F. All required court appearances by employees on Police Department business that extend in time beyond the normal tour of duty shall be paid at one and one-half (1½) times the employee's straight time hourly rate for such overtime. All required court appearances by employees on Police Department business that occur during the employees' time off or vacation or compensatory time shall be paid, including reasonable travel time, at one and one-half (1½) times the employees' straight time hourly rate as defined in Article IV, Section A, with a guaranteed minimum of two (2) hours paid.

Section G. It is understood that semi-monthly as used herein shall mean two (2) times per month, twenty-four (24) pays per year. Semi-monthly payments shall be paid on the 15th and the last days of the month, provided, however, that if such day is a weekend or holiday, payment shall be made on the last regularly scheduled workday prior thereto.

ARTICLE V

SALARIES

Section A. Annual base salaries for full-time Sergeants, full-time Patrolmen and probationary Patrolmen shall be in the amounts delineated herein. Annual rates shall be divided by twenty-four (24) and the quotient amount included in the semi-monthly paycheck. The annual Base Pay Rates are set forth in Schedule A annexed hereto.

Section B. On every shift or part thereof in which no Superior Officer is on duty, a Patrol Officer shall be assigned as the acting Sergeant, shall assume all responsibilities and authority thereof and shall be compensated for said shift or part thereof at the same rate as a Sergeant. Assignment shall be by the Chief of Police or his designee, provided that no Patrolman shall serve as Acting Sergeant until he has completed five (5) years of service in the East Hanover Police Department. A Patrolman may decline assignment, except that should there be no Patrolman willing to serve as Acting Sergeant, the duties and responsibilities thereof shall devolve to the most Senior Patrol Officer on that shift.

ARTICLE VI

LONGEVITY

Section A. Employees hired prior to January 1, 2005 shall receive longevity pay in accord with Schedule B, annexed hereto. Employees hired between January 1, 2005 and January 1, 2012 shall receive pay in accordance with the schedule below and in accordance with Schedule B.

| | |
|---|-------|
| 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 employees hired after December 31, 2011, shall NOT be entitled to a Longevity benefit.

ARTICLE VII

HOLIDAYS

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

| | | |
|-------------------------------|------------------|------------------------|
| New Year's Day | Memorial Day | Election Day |
| Martin Luther King's Birthday | Independence Day | Veteran's Day |
| Lincoln's Birthday | Labor Day | Thanksgiving Day |
| President's 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 prior to January 1, 1996 shall be entitled upon completion of one (1) 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 Administrator shall approve as relevant to the performance of the duties of a Sergeant, Patrol Officer or Investigative Officer, subject to the following limitations.

- (1) During the probationary period: No credit.
- (2) During the second year of service: Up to fifteen (15) credit hours.
- (3) During the third year of service: Up to thirty (30) credit hours.
- (4) During the fourth year of service: Up to forty-five (45) credit hours.
- (5) During the fifth year of service and thereafter, up to sixty-seven (67) credit hours, or the total number of credit hours required for an Associate Degree, whichever is less.

Section B. All full-time members who have attained an Associate Degree (or appointed 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 such other course of study as the Chief may recommend and the Administrator shall approve as relevant to the performance of the duties of Sergeant, Patrol Officer or Investigative Officer. Payment for this educational 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 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 the payment is requested.

Section D. The educational incentive amount earned shall be added to the member's straight time annual salary plus holiday pay and the sum thereof divided by twenty-four (24) and the quotient amount 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 shall provide a complete issue of uniforms and equipment, as designated by the Chief of Police, to each newly-appointed member. This issue shall include all necessary clothing and equipment required for basic training.

Section B. Members shall be responsible for maintenance and replacement of the uniforms and equipment issued by the Township with the exception of replacement of the members' 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 issued and shall be provided to all members at Township's expense. Any addition or change in the uniform or equipment requested by the Chief of Police or the PBA with 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 members 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 PBA 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, Paragraph 3):

- (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.
- (2) 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 for members of the Patrol Division or fifteen (15) working days for all others.
- (3) From completion of five (5) years of service to completion of ten (10) 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.
- (4) 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 for members of the Patrol Division or twenty-five (25) working days for all others.
- (5) Upon Completion of fifteen (15) years of service: six (6) weeks, which equates to two hundred forty (240) working hours for members of the Patrol Division or thirty (30) working days for all others.

Section C. The vacation period for each year shall be in accordance with the following for employees hired after December 31, 2011 (“years of service” shall be as defined in Article II, Section A, Paragraph 3):

| Completed Years of Service | Vacation Days |
|----------------------------|---------------|
| 1 year – 5 years | 12 days |
| 6 years to 10 years | 15 days |
| 11 years to 20 years | 20 days |
| 21 years or over | 25 days |

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.

Vacation for employees hired after December 31, 2011 shall be capped at twenty (25) days provided that they meet the required years of service as referenced above.

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 has been carried over the preceding calendar period, less any vacation leave used by the member prior to the 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 in accordance with New Jersey 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.

(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. The current option of Traditional Medical Insurance will no longer be offered after April 1, 2013.

(2) Dental Health Benefits

A dental health plan providing the following minimum benefits as provided by the Delta Dental plan in effect at the time of execution of this Agreement.

- A. The deductible shall not exceed \$200 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 with 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 will offer a vision plan to all 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 amount of \$500,000.

B. All members hired before January 1, 2012 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). Upon the attainment of age seventy (70), the retiree's entitlement shall be reduced to one and a half times (1.5x) the employee's annual salary at the time of said employee's retirement and shall remain at said level until death of said employee.

C. Employees hired after December 31, 2011 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. An income replacement program which shall provide a weekly benefit in the event of disability due to injury, sickness or disease 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 eight hundred dollars (\$800.00) per week. Benefits shall begin seven (7) days following onset of the injury, sickness or disease, or after employee has utilized all accumulated unused sick time, whichever is later.

B. Short- Term Disability Benefits shall be termed the initial 26 weeks (6 months) of disability and shall be paid either by the

Township or by the Township's Short-Term Disability Insurer to a disabled employee.

- C. In the event that the covered Employee is still disabled following six (6) months of Short-Term Disability then they shall continue on Long-Term Disability Benefits. 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 or the Township's Long-Term Disability Insurer.
- D. 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 insurer until the employee is Medicare eligible.
- E. 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, Sections (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, the Township has assumed the obligation to provide and pay for continuing coverage of benefits delineated in Article XI, Section A. Paragraphs (1) through (4), inclusive, and Paragraph (5) as modified in Subsection (a) (b) and (c) hereof, for member pensioners that retires with twenty-five (25) years of service or who is retiring due to a service-incurred disability, and Paragraphs (1) through (4), inclusive, for their dependents as would have been applicable under active employment.

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, except as set forth in Section F hereof, 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 Township may elect to payout such supplemental compensation in three (3) separate installments over a period of up to eighteen (18) months. The member may elect to extend his/her terminal leave at the rate of one-half (1/2) day for each day of unused accrued sick time to a maximum of two hundred (200) unused accrued sick days (one thousand six hundred (1,600) hours). No additional 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:

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 for the day of 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 may take up to twenty-four (24) hours of personal time in not less than four (4) hour increments per year. Fourteen (14) days' notice to the Chief of Police is required when requesting personal days, except under emergency conditions. Requests shall not be unreasonably denied. Failure to notify the member within seven (7) days of his request that a personal day has been denied shall constitute a grant of such personal day.
- (2) Personal days not utilized within a given calendar year may not be carried forward, but shall be reimbursed at the rate of two-thirds (66.67%) of the member's regular straight time salary.

Section C. Terminal Leave

- (1) Terminal leave shall be frozen at the current dollar amount and shall not increase for all individuals employed as of December 31, 2011 as provided in Schedule C 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 for Patrol Division) of terminal leave with full wages and benefits at the employee's 2011 straight time rate of pay as provided in Schedule C. The employee may elect to extend their service 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. The Township shall have the option of paying said terminal leave benefit in three (3) separate cash 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.

ARTICLE XIV

LIABILITY PROVISION

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

Section A. 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 or violation of any of the provisions of this Agreement, or any applicable rule or regulation or policies, agreement, 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 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 with 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 ("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 or 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, 2012, through December 31, 2015. 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 September 1, 2015, at which time, with or without prior notice from or to either party, they shall establish a date, to be not later than September 30, 2015, 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 PBA LOCAL 227


TOWNSHIP OF EAST HANOVER

By: 

By: 
MAYOR JOSEPH PANNULLO

ATTEST:

By: _____


PAULA A. MASSARO
TOWNSHIP CLERK

SCHEDULE A

ANNUAL BASE SALARIES

FOR EMPLOYEES HIRED BEFORE DECEMBER 31, 2011

| Rank | 1/1/12 2% | 1/1/13 0% | 1/1/14 2% | 1/1/15 2% |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| Sergeant | \$117,352 | \$117,352 | \$119,699 | \$122,093 |
| Patrolman I | \$106,683 | \$106,683 | \$108,817 | \$110,993 |
| Patrolman II | \$98,386 | \$98,386 | \$100,354 | \$102,361 |
| Patrolman III | \$90,088 | \$90,088 | \$91,890 | \$93,728 |
| Patrolman IV | \$81,792 | \$81,792 | \$83,428 | \$85,096 |
| Patrolman V | \$73,497 | \$73,497 | \$74,967 | \$76,466 |
| Patrolman VI | \$65,200 | \$65,200 | \$66,504 | \$67,834 |
| Patrolman VII | \$55,196 | \$55,196 | \$56,299 | \$57,425 |
| Probationary | \$45,193 | \$45,193 | \$46,097 | \$47,019 |
| Academy | \$42,077 | \$42,077 | \$42,919 | \$43,777 |

FOR EMPLOYEES HIRED AFTER JANUARY 1, 2012

| Rank | 1/1/12 2% | 1/1/13 0% | 1/1/14 2% | 1/1/15 2% |
|-----------------------|----------------------|----------------------|----------------------|----------------------|
| SERGEANT | \$117,352 | \$117,352 | \$119,699 | \$122,093 |
| PATROLMAN I | \$106,683 | \$106,683 | \$108,816 | \$110,993 |
| PATROLMAN II | \$97,000 | \$97,000 | \$98,940 | \$100,919 |
| PATROLMAN III | \$91,000 | \$91,000 | \$92,820 | \$94,676 |
| PATROLMAN IV | \$85,000 | \$85,000 | \$86,700 | \$88,434 |
| PATROLMAN V | \$79,000 | \$79,000 | \$80,580 | \$82,192 |
| PATROLMAN VI | \$73,000 | \$73,000 | \$74,460 | \$75,949 |
| PATROLMAN VII | \$67,000 | \$67,000 | \$68,340 | \$69,707 |
| PATROLMAN VIII | \$61,000 | \$61,000 | \$62,220 | \$63,464 |
| PATROLMAN IX | \$55,196 | \$55,196 | \$56,300 | \$57,426 |
| PROBATIONARY | \$45,193 | \$45,193 | \$46,097 | \$47,019 |
| ACADEMY | \$42,077 | \$42,077 | \$42,919 | \$43,777 |