

1/1/93 - 12/31/95

RESOLUTION NO. 69-1995

TOWNSHIP OF EAST HANOVER
COUNTY OF MORRIS
STATE OF NEW JERSEY

Captains

**RESOLUTION AUTHORIZING
THE TOWNSHIP OF EAST HANOVER TO EXECUTE A
CONTRACT OF EMPLOYMENT WITH THE CAPTAINS
OF THE EAST HANOVER TOWNSHIP POLICE DEPARTMENT**

WHEREAS, the Township of East Hanover has been negotiating with the Captains of the Township of East Hanover Police Department concerning terms and conditions of their contract of employment with the Township; and,

WHEREAS, the Township Council of the Township of East Hanover has deemed it to be in the best interests of the Township to agree to the terms set forth in the contract of employment, attached hereto as Exhibit A;

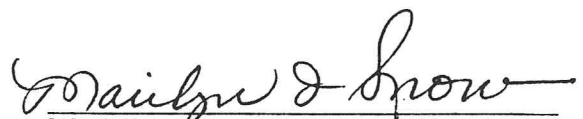
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover, County of Morris, State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute the contract of employment, for the period of January 1, 1993 through December 31, 1995, attached hereto as Exhibit A .

VOTE

ROLL CALL	YES	NO	ABSTAIN	ABSENT
COUNCILMEMBER RINALDI	✓			
COUNCILMEMBER TAMBURRO	✓			
COUNCILMEMBER SALEMME	✓			
COUNCILMEMBER PANNULLO	✓			
MAYOR COLASURDO	✓			

CERTIFICATION

I, MARILYN J. SNOW, C.M.C., hereby certify this to be a true copy of a resolution adopted by the Township Council of the Township of East Hanover at a duly noticed and convened meeting held April 6, 1995 1994.


MARILYN J. SNOW, Township Clerk

[SEAL]

AGREEMENT

COPY

This Agreement, made and entered into at East Hanover, New Jersey, on _____, 1995, by and between the Township of East Hanover, County of Morris, a municipal corporation in the State of New Jersey (hereinafter known as the "Township" or "Employer"), and the East Hanover Police Captain Bargaining Unit (hereinafter referred to as the "Unit"), represents the complete and final understanding, on all bargainable issues, between the Township and such of its employees who are covered by Article I, Section A.

The Township has negotiated with the duly authorized representatives of the Unit with respect to the terms and conditions between said Unit and the Township. The following is hereby agreed to:

ARTICLE I: RECOGNITION OF THE BARGAINING UNIT

A. The Township hereby recognizes the Unit as the sole and exclusive bargaining agent for all Police Captains presently employed by or who shall be appointed by the Township in its Police Department.

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

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 Unit because of membership or activity in said bargaining unit. The Unit shall not intimidate or coerce any Employee into membership in said bargaining unit. Neither the Township nor the Unit shall discriminate against any Employee because of race, color, creed, sex, national origin, political affiliation or marital status.

ARTICLE II. GENERAL PROVISIONS

A. For the purposes herein, "completed years of service" for all Members is to mean and/or include:

1. For Vacation eligibility, refer to Article X, Vacations
2. For pension calculations: in accordance with N.J.S.A. 43:16A-1 et. seq.
3. For longevity purposes: those Members appointed up to and including July 1st of the appointment year shall have longevity eligibility retroactive to January 1st of the appointment year. Those Members appointed subsequent to July 1st shall have longevity eligibility as of January 1st of the following year.

- B. The following grades of Captain are hereby established and defined as follows:
1. Grade IV: From date of appointment to the same date of the following year.
 2. Grade III: From the completion of one (1) year of service as a Captain to the completion of two (2) years of service.
 3. Grade II: From the completion of two (2) years of service as a Captain to the completion of three (3) years of service.
 4. Grade I: From the completion of three (3) years of service as a Captain to promotion or retirement.

ARTICLE III. HOURS

- A. The Work Week, under this agreement, is thirty-seven and one-half (37½) hours.
- B. Work Schedule and other assignments are at the discretion of the Chief of Police.
- 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 delegated by the Chief of Police.

ARTICLE IV. METHOD OF COMPENSATION

- A. Annual base compensation and longevity pay shall be payable in the bi-weekly payroll check. The combination of annual base compensation and longevity pay divided by 1950 hours equals straight time hourly rate.
- B. Holiday pay shall be payable in the bi-weekly paycheck based on the amount calculated per Article VII, Section A.
- C. Education incentives shall be paid in the bi-weekly paycheck according to entitlement requirements of Article VIII, Section A.
- D. Clothing Allowance per Article IX, Section C, shall be distributed and paid in bi-weekly paycheck.
- E. Compensation as defined in Article IV, Sections A, B, C, and D shall be pensionable under the regulations of the New Jersey Policeman's and Firemen's Retirement System.

ARTICLE V. COMPENSATION

Annual base compensation for the Captains shall be in the amounts delineated herein. Said compensation shall be for the Calendar years 1993, 1994 and 1995 and are set forth as annual rates. These rates shall be divided by twenty-six (26) with the quotient amount included in each bi-weekly paycheck. These respective annual rates are effective as of January 1st of each year.

	<u>1993</u>	<u>1994</u>	<u>1995</u>
Captain I	\$63,975	\$67,323	\$70,701
Captain II	63,255	66,825	70,166
Captain III	62,845	66,327	69,643
Captain IV	62,545	65,829	69,120

ARTICLE VI. LONGEVITY

All members shall receive longevity pay equal to two (2) percent of their annual base compensation for each four (4) years of continuous employment and not to exceed ten (10) percent at twenty (20) years of continuous service. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining length of service. Longevity eligibility shall be as set forth in Article II, Section A(3) and shall be paid accordingly.

ARTICLE VII. HOLIDAYS

A. Each Member shall be paid for fourteen (14) holidays per year, as set forth in Article VII B, in an amount equal to one hundred sixty-eight (168x) times the Member's straight time hourly rate. This compensation shall be paid without regard to the actual number of holidays worked. It is understood and accepted, by all Members, that the present work schedule is fair and impartial and that some Members will work more holidays than other Members in any given year.

B.

- | | |
|-----------------------------------|-----------------------|
| (1) New Year's Day | (8) Independence Day |
| (2) Martin Luther King's Birthday | (9) Labor Day |
| (3) Lincoln's Birthday | (10) Columbus Day |
| (4) Washington's Birthday | (11) Election Day |
| (5) Good Friday | (12) Veterans' Day |
| (6) Easter Sunday | (13) Thanksgiving Day |
| (7) Memorial Day | (14) Christmas |

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

ARTICLE VIII: EDUCATION INCENTIVE

A. All full-time Members shall be entitled to be paid, on an annual basis and disbursed in the bi-weekly paycheck, twenty dollars (\$20) for each college credit hour accumulated and satisfactorily completed at an accredited college and/or university and leading to a degree in Criminal Justice, Law Enforcement or Police Science. This educational incentive pay is subject to the following conditions:

1. All credits accumulated up to and including the Fall Semester of the year will be eligible for payment.
2. Proper certification from the college/university attended with the number of credit hours earned and evidence of passing grades must be presented to the Chief of Police to be eligible for payment.
3. The maximum allowable credits under this program shall not exceed sixty-seven (67) credits or the total number of credits required for an Associate Degree, whichever shall be less.
4. The limitations set forth in Article VIII, Section B.

B. All full-time Members are entitled to the educational incentive pay for all accumulated credit hours up to sixty-seven (67) maximum or total number required for an Associate Degree whichever is less until retirement or other separation from service in the East Hanover Police Department.

C. An additional education incentive of eight hundred fifty dollars (\$850) shall be payable, each calendar year, to any Member who has achieved a Bachelor's Degree in the field of Criminal Justice, Law Enforcement or Police Science. This education incentive shall be disbursed as part of the bi-weekly paycheck. The application of this incentive is subject to the conditions and schedule of Article VIII, Section A and is payable until retirement or other separation from the East Hanover Police Department.

D. Participation in this program, which means pursuing an education on the Member's own time, shall not relieve any Member from any obligations to duties as a police officer and to the Police Department. Failure to meet any and all duties and obligations may result in a suspension from this program after a fair and proper hearing.

ARTICLE IX: UNIFORMS AND EQUIPMENT

A. The Township has provided a complete original issue of uniforms and equipment, designated by the Chief of Police, to each Member at the time of their

appointment to the East Hanover Police Department.

B. Any addition or change in the uniform or equipment that is mandated by the Chief of Police and approved by the Township Council shall be deemed original issue and shall be provided to the Captains at Township expense. Any addition or change in uniform or equipment requested by seventy-five (75) percent of the members of PBA Local 227 and approved by the Chief and Township Council shall be paid for by the Captains.

All uniform changes, whether requested by the Chief of Police and/or Members of the Unit, shall be done with the advice and consent of the Township.

C. All Members shall receive an annual allowance of thirteen hundred fifty dollars (\$1,350) for the upkeep of clothing and equipment and/or replacement of worn clothing and equipment. This allowance shall be payable according to Article IV, Section D.

ARTICLE X: VACATIONS

A. An annual paid vacation shall be provided for each and every Member.

B. The status of each Member with respect to annual vacation credits shall be determined on the anniversary date of each Member's appointment as a full-time Member of the Township Police Department.

C. The vacation period for each year shall be as follows:

1. From the completion of one (1) year of service to the completion of five (5) years of service three (3) weeks vacation each year.

2. From the completion of five (5) years of service to the completion of ten (10) years of service - four (4) weeks vacation each year.

3. From the completion of ten (10) years of service to the completion of fifteen (15) years of service - five (5) weeks vacation each year.

4. From the completion of fifteen (15) years of service to retirement - six (6) weeks vacation each year.

D. Vacation shall consist of five (5) working days time the number of weeks entitled per Article X, Section C.

E. 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 any one time.

F. Vacations shall be scheduled on the basis of seniority of the Members.

G. All vacation days in excess of fifteen (15) days 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. If 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.

H. Upon the death, retirement, or termination of employment for any reason, there shall be paid to said Member or 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 from the preceding calendar year.

ARTICLE XI: HEALTH AND INSURANCE BENEFITS; SICK TIME

A. The Township shall provide for and pay all premiums in connection with the following benefits for each member and each eligible Member of his immediate family:

(1) HEALTH AND MEDICAL BENEFITS

(a) A comprehensive Blue Cross and Blue Shield Policy in accordance with the State Health Plan or an equivalent coverage.

(b) A comprehensive major medical policy.

(2) DENTAL HEALTH BENEFITS

A dental health plan providing for the following minimum benefits as provided by Canada Life Insurance Company in its policy agreement with the Township or an equivalent coverage:

- (a) Preventive and Diagnostic - 100%
- (b) Basic - 90/10
- (c) Prosthodontics - 70/30
- (d) Deductible - None
- (e) Maximum per patient per year - \$1,500.00
- (f) All pre-existing conditions - Full Coverage
- (g) Special Orthodontic, \$1,000.00 maximum per case - 50/50
- (h) Surgical Periodontal - 90/10

(3) PRESCRIPTION DRUG BENEFIT

A prescription drug plan that provides a \$2.00 co-pay with the remainder of cost to be covered by the prescription program, including contraceptives. The Unit agrees that if during the term of this agreement, there shall be a change in the co-payment amounts

applicable to a majority of the employees in the Police Department, such change shall automatically apply to the Unit.

(4) EYE GLASS CARE

A vision care plan as provided by Vision Service plan entitled "Group Vision Care Plan" or its equivalent.

(5) LIFE INSURANCE BENEFITS

A life insurance policy equal to three (3x) times each Member's annual compensation pursuant to Article IV, (A-D inclusive).

(6) CONTINUING COVERAGE

(a) Adoption of provisions of Chapter 88, P.L. 1974 whereby the Township will pay the cost of continuing coverage of benefits delineated in Article XI, Sections A (1) through A (5) for Member pensioners and their dependents as would have been applicable under active employment, except that upon retirement Members shall be provided with a life insurance policy by the Employer, at its cost, equal to two times (2x) the Member's annual compensation at the time of retirement. The parties agree that the Member may extend coverage to three times (3x) his final annual compensation, provided that the Member shall incur the cost of such extension. At the time of retirement, the employee will make a decision as to whether to extend coverage to three times (3x) his final annual compensation which decision will be final and not subject to be changed at a later date.

(b) In the event of the death of an Employee, the Township will pay the cost of Continuing Article XI, Sections A (1) through A (4) coverage for the surviving spouse, until he/she remarries, and dependents as would be applicable had the deceased continued in active employment.

(7) LONG TERM DISABILITY

A long term disability plan as supplied by Canada Life Insurance Company or equivalent coverage.

(8) SHORT TERM DISABILITY

A short term disability plan.

(9) SICK TIME

(a) All Members shall be entitled to sick days with the following limitations:

1. All Members shall be entitled to accumulate one and one-quarter (1¼) working days of sick leave with pay for each completed month of service. The sick leave is to be used only in times of illness.

2. Credit for service prior to this agreement shall be based upon records maintained by the Township and the Chief of Police.

3. Upon retirement or permanent separation from service, a Member shall be entitled to one-half (½) straight time rate at the rate of pay in effect at the time of retirement for each day of unused sick leave he has accumulated at the time of retirement or termination up to a maximum of 200 days. Such compensation, however, shall not exceed \$45,000, gross compensation.

(b). In all cases of reported illness or disability, the Township, through the Township Administrator, reserves the right to have a physician designated by the Township to examine and report on the conditions of the Captain.

B. The provisions of Article XI, Section A shall not apply:

1. If the Captain is discharged from the East Hanover Police Department for any of the following reasons: conviction of a crime, having plead guilty to a crime, or having been given pre-trial intervention or like program;

2. if the Captain is discharged by the Township pursuant to law;

3. for forfeiture of office pursuant to N.J.S.A. 2C:51-2; or,

4. for removal from office for actions relating to the commission of a crime.

ARTICLE XII: PERSONAL LEAVE

A. All Members shall be entitled to personal leave in accordance with the following provisions:

1. Marriage - Five (5) working days

2. Death in Family; as defined in (a) through (c) of this sub-paragraph.

(a) Death of father, mother, grandmother, grand-father, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any relative living in the household with the Members - from the day of death until the day after burial, inclusive.

(b) Death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the Member's household, or grand-parents or spouse - day of burial only.

(c) Exceptions to this rule may be granted, in the sole discretion of the Chief of Police, when the deceased is buried in another city and the Member would be unable to return in time for duty with the leave granted. The Chief of Police shall also have full authority to grant special consideration in unusual cases not covered by the above.

3. Two (2) sick days will be available each year to be used as personal days. If taken, the days will be charged against sick leave eligibility. Fourteen (14) days' written notice is required to the Chief of Police when requesting personal days except under emergency conditions. Requests shall not be unreasonably denied. Personal days not taken within the calendar year shall be carried over for utilization in the next calendar year.

ARTICLE XIII: TERMINAL LEAVE

Upon application for retirement, an Employee shall receive ninety (90) working days terminal leave with full wages and benefits. Terminal leave shall commence ninety (90) working days 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.

ARTICLE XIV: LIABILITY PROVISIONS

Whenever any civil action is brought against a Captain when he is acting in his official capacity, the Captain shall be defended and indemnified pursuant to insurance procured by the Township for the Township and its officers. If, however, a finder of fact determines that the Captain acted wilfully, wantonly, maliciously or intentionally, neither the insurance provided for the Captain, nor the Township itself, will pay any resulting punitive damage award; furthermore, the Township reserves its rights, under the aforesaid circumstances, to recoup defense costs and fees from the Captain.

ARTICLE XV: GRIEVANCE PROCEDURE

A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Formal grievances with regard to alleged violations of this agreement shall be presented in writing to the Chief of Police by the affected member within five (5) days of the alleged violation of the contract.

If the grievance is not resolved within ten (10) days, the grievance shall be referred to the Township Administrator within five (5) days of the date of receipt of denial by the Chief of Police.

If resolution has not been effected by the Township within ten (10) days of the submittal of the grievance to it, the grievance may be filed with the New Jersey Board for Mediation and Arbitration pursuant to its guidelines regarding grievance procedures.

Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue and observe all assignments and applicable rules and regulations of the Township until such grievance has been fully determined.

ARTICLE XVI: RETROACTIVE PAYMENT

Retroactive payments due, if any, for 1993, 1994 and 1995 shall be made within thirty (30) days after the execution of this agreement. Retroactive payments shall only be deemed due and owing from January 1, 1993 or from the date of promotion to the rank of Captain, whichever is later. However, this shall not operate to deprive any member of this unit, retroactive payments due under other agreements or at his or her prior rank.

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

The foregoing constitutes the entire Agreement between the parties and supersedes any and all contemporaneous oral and written agreements 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: SECTION HEADINGS

All headings have been included solely for the convenience of the reader and shall not add to or detract in any way from the express language of this Agreement.

ARTICLE XX: EXECUTION

This Agreement may be executed in counterparts, each partially-executed copy forming a part of the entire agreement.

ARTICLE XXI: MANAGEMENT RIGHTS

The Township hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

The Township, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Police Department facilities entrusted to them and to determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions are deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE XXII: INJURY LEAVE

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, the Township may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the employee.

ARTICLE XXIII: WORK STOPPAGES

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Unit agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Township's facilities.

ARTICLE XXIV: TERMINATION

If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of the agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend or otherwise modify this agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes shall have fifteen (15) days from receipt of such proposals to respond thereto.

ARTICLE XXV: TERM

This agreement shall be in full force and effect from January 1, 1993 through December 31, 1995 or until such time as a successor agreement is executed.

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

BY: _____
Richard Loehwing, Captain

Lawrence J. Colasurdo, Mayor

WITNESS:

ATTEST:

Marilyn J. Snow, Township Clerk

BY: _____
Mario Lombardi, Captain

WITNESS:

cm/eh135cap.cme