

3-0113

14-0
9/10/22

THIS DOES NOT
CIRCULATE

AGREEMENT

between

TOWNSHIP OF EAST HANOVER
MORRIS COUNTY, NEW JERSEY

and

TOWNSHIP OF EAST HANOVER POLICE DEPARTMENT
AND POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 227

JANUARY 1, 1978 through DECEMBER 31, 1979

24 1979.
ROYERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
	WITNESSETH	1
I	GENERAL PROVISIONS	2
II	SALARIES	3
III	OVERTIME PAY	4
IV	HOLIDAYS	4
V	VACATIONS.	5
VI	PERSONAL LEAVE	6
VII	UNIFORMS AND EQUIPMENT	6
VIII	EDUCATION INCENTIVE.	7
IX	COURT TIME	8
X	HEALTH AND LIFE BENEFITS	8
XI	WORK SCHEDULE.	9
XII	MODE OF COMPENSATION	9
XIII	LONGEVITY.	9
XIV	TERM	10

PREAMBLE

This Agreement made and entered into in East Hanover, New Jersey, this 15th day of December, 1977, by and between the TOWNSHIP OF EAST HANOVER, in the County of Morris, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Township" or "Employer"), and the TOWNSHIP OF EAST HANOVER POLICE DEPARTMENT, P.B.A. LOCAL NO. 227, (hereinafter referred to as the "Police Department"); represents the complete and final understanding on all bargainable issues between the Township and the Police Department and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, General Provisions, in order that more efficient and progressive public service may be rendered.

W I T N E S S E T H:

WHEREAS, the Township and the Police Department recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has negotiated with duly authorized representatives of the East Hanover Police Benevolent Association Local 227, as the representative of employees hereinafter designated with respect to the terms and conditions of employment of said employees; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION I - GENERAL PROVISIONS

- A. For the purpose herein, the term "completed years of service" is to mean and/or include:
- (1) Personnel appointed full-time permanent members of the Police Department up to and including the first day of July of the calendar year of their appointment will be considered to have been full-time members retroactive to the first day of January of that year but that is not to include time served in a probationary or recruit status.
 - (2) Personnel appointed full-time permanent members of the East Hanover Police Department after the first day of July of the calendar year appointed will be considered full-time personnel commencing the first day of January of the following year.
- B. Each new recruit, after successfully completing a one year probationary period, shall on the first anniversary of said probationary period be appointed a full-time permanent member of the Police Department and given designation of Grade V with all compensation and benefits assigned to that grade.
- C. The status of each member with respect to vacation benefits, shall be in accordance with provisions of Section V.

SECTION II - SALARIES

Annual salaries and wages of full time officers and patrolmen of the Township of East Hanover Police Department shall be at the amounts as hereinafter delineated. Said salaries shall be for the calendar year 1978 and 1979 and are set forth at their annual rate payable bi-weekly commencing on and to be effective beginning January 1, 1978, and January 1, 1979, respectively.

<u>Title</u>	<u>1978</u>	<u>1979</u>
A. Chief	\$24,112	\$25,678
B. Deputy Chief	21,854	23,274
C. Captain	20,704	22,049
D. Lieutenant	19,553	20,824
E. Sergeant	18,403	19,599
F. Patrolman		
Grade I	17,253	18,374
Grade II	16,400	17,500
Grade III	15,000	16,300
Grade IV	13,800	14,800
Grade V	12,400	13,000
Recruit to Grade V (probationary period)	11,500	11,900
G. Detective - Yearly (In addition to base pay)	1,000	1,000

SECTION III - OVERTIME PAY

All members of the Police Department working in excess of eight (8) hours within any one twenty-four (24) hour period or in excess of an average of forty (40) hours per week during any calendar year shall be compensated at the rate of one and one-half the regular hourly rate for all said work time.

SECTION IV - HOLIDAYS

Each member of the Police Department shall be paid for twelve (12) holidays per year payable in a lump sum equal to twelve times the members regular daily rate. This compensation will be paid to all members without regard to the actual number of holidays worked. It is understood and accepted by all members of the department that the present work schedule is fair and impartial and that some members will work more holidays than others in any given year.

Observed holidays are as follows:

- (1) New Years Day
- (2) Good Friday
- (3) Easter Sunday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Christmas Day
- (10) Washington's Birthday
- (11) Lincoln's Birthday
- (12) Columbus Day

Holiday pay will be made in two equal installments, payable June 15th and December 15th of each year.

SECTION V - VACATIONS

A vacation period shall be provided for every full-time employee of the East Hanover Police Department with full pay. The status of each member with respect to annual vacation credits shall be fixed and determined as of the 31st of December of the year immediately preceding the year in which the right of said vacation period shall become effective.

The vacation period herein authorized shall commence on the Monday of each week and shall include all calendar days including Saturdays, Sundays, and Holidays. All members who on the effective date of said vacation shall have had:

- (1) Less than one (1) year of continuous employment in a full time capacity shall be entitled to a vacation period of the same number of days as the number of full calendar months worked, or
- (2) more than one (1) year but less than five (5) years of continuous employment in a full time capacity shall be entitled to a vacation period of fourteen (14) days, or
- (3) more than five (5) years but less than ten (10) years of continuous employment in a full time capacity shall be entitled to a vacation period of twenty-one (21) days, or
- (4) more than ten (10) years but less than nineteen (19) years of continuous employment in a full time capacity shall be entitled to a vacation period of twenty-eight (28) days, or
- (5) more than nineteen (19) years of continuous employment in a full time capacity shall be entitled to a vacation period of thirty-five (35) days.

The vacation period shall consist of consecutive calendar days unless otherwise approved by the Chief of Police who shall be responsible for the preparation of the vacation schedule.

All vacation days in excess of fifteen (15) days to which a member is entitled shall expire on the 31st day of December of the year immediately following the year in which said vacation days become due. In the event a member fails to, or neglects to accept these vacation days, it shall be deemed that he has waived any and all right to said days.

Upon the death or termination of employment of any member of the Police Department, there shall be paid to said member or to his estate forthwith, a sum equivalent to all vacation days previously earned. In such event, vacation days earned shall be computed and determined as of the 31st day of December of the preceding year of said death or termination of employment.

SECTION VI - PERSONAL LEAVE

All members of the Police Department shall be entitled to personal leave in accordance with the following:

- A. Marriage - Seven (7) days.
- B. Death in immediate family - Five (5) days.
- C. Funeral in family - One (1) day.

Immediate family means father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, child, grandparent, or any relative living in the household with the member. The Chief of Police may grant special consideration in cases not covered by the above.

SECTION VII - UNIFORMS AND EQUIPMENT

- A. All newly appointed members of the Police Department shall be supplied a complete issue of uniforms and equipment designated by the Chief of Police to be initial issue and shall be supplied at the expense of the township. This issue shall include all necessary clothing and equipment required for basic training.
- B. All members of the Police Department shall receive after one (1) complete year of service, a yearly allowance for the replacement of worn clothing and equipment. This allowance shall be as follows:

<u>1978</u>	<u>1979</u> (and each subsequent year thereafter)
\$450	\$550

SECTION VIII - EDUCATION INCENTIVE

- A. All members of the Police Department, in addition to the salaries and other benefits incorporated in this Agreement, shall be entitled to receive in each calendar year, the sum of eighteen dollars (\$18) for each credit-hour accumulated and satisfactorily completed in a recognized institution of higher education leading to a degree in Police Science or Law Enforcement. All credits accumulated up to and including the fall semester of the year preceding the respective payment year will be eligible for payment. Proper certification from the institution attended, setting forth the number of credit-hours earned, along with evidence of passing grades must be presented to the Chief of Police by the 31st day of January of the following year to be eligible for payment.
- B. All new personnel appointed full-time permanent members of the Police Department, will be entitled to all benefits of this section in accordance with the following:
- | | |
|---|----------------------------------|
| (1) From initial appointment to the end of the first year of service. | No compensation |
| (2) From the completion of one year of service to the completion of two years. | 15 Credit Hours
(maximum) |
| (3) From the completion of two years of service to completion of three years of service. | 30 Credit Hours
(maximum) |
| (4) From the completion of three years of service to the completion of four years of service. | 45 Credit Hours
(maximum) |
| (5) From the completion of four years of service. | All accumulated
Credit Hours. |
- C. In no way will a member's participation in this program relieve him of his obligation to his duties and to this department. All personnel will be expected to fulfill their duties, comply with all rules and regulations of the department, and to participate in and complete all in-service training programs conducted by the department. Failure to meet any and all of these obligations will result in the members suspension from participation in this program. Any member so accused will be granted a fair and proper course of action with respect to this program based upon testimony taken and factual evidence given.
- D. Maximum allowable credits under this program shall not exceed sixty-seven (67) credits or the total number of credits required for an Associate's Degree, whichever shall be the less.

SECTION IX - COURT TIME

- A. All time expended in any court other than the East Hanover Municipal Court will be reimbursed by the member's straight time hourly rate.
- B. All time expended in East Hanover Municipal Court will be reimbursed by the member's straight time hourly rate.
 - (1) To be eligible for payment, all personnel must appear in full uniform and punch in and out at the desk using Daily Time Report forms, which must be signed by the Officer In Charge.

SECTION X - HEALTH AND LIFE BENEFITS

The Township of East Hanover will provide the following fully paid benefits for each member and his family.

A. Health and Medical Benefits

- (1) A comprehensive Blue Cross/Blue Shield program with Rider J.
- (2) A comprehensive Major Medical Policy
- (3) Adoption of provisions of Chapter 88, P.L. 1974 whereby the Township of East Hanover will pay the costs of continuing coverage for pensioners and their dependants.

B. Life Benefits

- (1) A Life Insurance Policy equal to the member's annual salary.

C. Dental Health Benefits

- (1) A Dental Health Plan providing the following minimum benefits as defined in New Jersey Dental Health Service Plan "IV Comprehensive A."
 - a. Preventive & Diagnostic - 100%
 - b. Basic - 70/30
 - c. Prosthodontic - 50/50
 - d. Deductible - NONE
 - e. Maximum Per Patient Per Year - \$1,000
 - f. All pre-existing conditions - Full Coverage
- (2) The following additional benefits:
 - a. Special Orthodontic \$1,000 maximum/case - 50/50
 - b. Surgical Periodontal - 70/30

SECTION XI - WORK SCHEDULE

A fair and impartial work schedule will be maintained. The Chief of Police is authorized to alter this schedule for the benefit of the department should the need arise, but in no way will these alterations cause an increase in working hours over the schedule in effect as of November 1, 1971.

SECTION XII - MODE OF COMPENSATION

SEE Section I

SECTION XIII - LONGEVITY

- A. In addition to salaries and other benefits listed herein, all members of the Police Department, currently employed, shall receive longevity pay equal to two percent (2%) of said member's annual base salary based on each four (4) years of continuous employment up to a maximum of 20 years of continuous employment.
- B. New personnel employed after January 1, 1976 shall receive longevity pay equal to a percentage of his annual base salary in accordance with the following plan:
- | | |
|-------------------------------|--------------|
| (1) 0 - 10 years of service | None |
| (2) 10 - 20 years of service | 4% per year |
| (3) 20 - 25 years of service | 8% per year |
| (4) After 25 years of service | 10% per year |
- C. Longevity pay will be payable bi-weekly in conjunction with the annual salary and subject to all pension benefits and deductions.

SECTION XIV - TERM

This Agreement shall be in full force and effect from January 1, 1978, through December 31, 1979. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of this 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 the Agreement shall furnish to the other party within fifteen (15) days after notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

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

TOWNSHIP OF EAST HANOVER
POLICE DEPARTMENT AND POLICE-
MEN'S BENEVOLENT ASSOCIATION,
LOCAL NO. 227

BY: Joseph E. Schuler
JOSEPH E. SCHULER,
Chief of Police

ATTEST:

BY: Margaret L. ... 227

MAYOR AND TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF EAST HANOVER

BY: George Tomko
GEORGE TOMKO, Mayor

ATTEST:

BY: William Lyon
WILLIAM LYON, Clerk