

RESOLUTION NO. 125b-1994

RESOLUTION AUTHORIZING EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT BY AND
BETWEEN THE TOWNSHIP OF EAST HANOVER
AND THE EAST HANOVER POLICE LIEUTENANTS

WHEREAS, the Township of East Hanover and the East Hanover Police Lieutenants have conducted negotiations concerning a collective bargaining agreement covering the period January 1, 1993 through and including December 31, 1995, and

WHEREAS, The parties, after lengthy negotiations, have reached agreement upon the terms and conditions of employment and the same have been memorialized in a collective bargaining agreement, a copy of which is attached hereto and made a part hereof by reference,

NOW, THEREFORE, BE IT RESOLVED By the Township Council of the Township of East Hanover in the County of Morris that said Council hereby ratifies the attached agreement with the East Hanover Police Lieutenants and authorizes and directs the Mayor and Township Clerk to execute same for and on behalf of the Township.

ROLL CALL

- COUNCILMAN CRECCO
- COUNCILMAN TAMBURRO
- COUNCILMAN PANNULLO
- COUNCILMAN SALEMME
- MAYOR COLASURDO

	YES	NO	ABSTAIN	ABSENT
COUNCILMAN CRECCO	✓			
COUNCILMAN TAMBURRO	✓			
COUNCILMAN PANNULLO	✓			
COUNCILMAN SALEMME	✓			
MAYOR COLASURDO	✓			

I, Marilyn J. Snow, hereby certify this is a true copy of a Resolution adopted by the Township Council of the Township of East Hanover at the ^{Special} Regular Meeting held on May 26, 1994.

Marilyn J. Snow
TOWNSHIP CLERK

AGREEMENT BETWEEN
THE EAST HANOVER POLICE
LIEUTENANTS BARGAINING UNIT
AND
THE TOWNSHIP OF EAST HANOVER
FOR THE YEARS 1993 THROUGH 1995

This Agreement, made and entered into in East Hanover, New Jersey, on the _____ day of _____ 1994, 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 Lieutenants, Bargaining Unit (hereinafter referred to as the LTS.), 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 duly authorized representatives of the LTS., who represent the employees defined in ARTICLE I, SECTION A., with respect to the terms and conditions between said employees and the TOWNSHIP. The following is hereby agreed to by both parties:

ARTICLE I. RECOGNITION OF THE BARGAINING UNIT

SECTION A. The TOWNSHIP hereby recognizes the LTS. as the sole and exclusive bargaining agent for all Police Lieutenants presently and hereafter employed by the TOWNSHIP in its Police Department.

SECTION B. Unless otherwise indicated, the terms, "EMPLOYEE," "OFFICER" or "MEMBER," when used in this Agreement, shall refer to all employees represented by the LTS. in the bargaining unit defined in ARTICLE I, SECTION A. References to the masculine gender shall 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 LTS, because of membership or activity in said bargaining unit. The LTS. shall not intimidate nor coerce any employee into membership in said bargaining unit. Neither the TOWNSHIP nor the LTS. shall discriminate against any employee because of race, color, creed, sex, national origin, political affiliation or marital status.

ARTICLE II. 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 execute management and administrative control of the TOWNSHIP Government and its properties and facilities and the activities of its employees.
2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, 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 R.S. 40 and R.S. 11 or any other Federal or State law.

ARTICLE III. GENERAL PROVISIONS

SECTION 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 XI, VACATIONS.
- (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 longevity purposes, those MEMBERS appointed to the East Hanover Police Dept., up to and July 1st of the appointed year shall have their longevity eligibility made retroactive to January of the appointed year. Those MEMBERS appointed subsequent to July 1st, of the appointed year shall have their longevity eligibility begin as of January 1st of the following year.

SECTION B. The following grades of lieutenant are hereby established and defined as follows:

- (1) Grade IV: From the 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 lieutenant to the completion of two (2) years of service.
- (3) Grade II: From the completion of two (2) years of service as a lieutenant to the completion of three (3) years.

(4) Grade I: From the completion of three (3) years of service as a lieutenant to promotion or retirement.

ARTICLE IV. HOURS AND OVERTIME

SECTION A. The Work Week, under this agreement, is thirty seven and one half (37 1/2) hours plus roll call.

SECTION B. The Work Schedule, to be implemented under this agreement, shall be 4/2, four (4) days on duty and two (2) days off duty, for each MEMBER, with a fifteen (15) minute roll call each duty day. The 4/2 Work Schedule applies to those MEMBERS assigned to the Patrol Division Work Schedule for other assignment are at the discretion of the chief of Police.

SECTION C. Employees covered by this agreement, that have worked in excess of eight (8) hours in any twenty four (24) hour period shall be paid at one and one half (1 1/2) times the EMPLOYEE'S straight time hourly rate as defined under ARTICLE V, SECTION A.

SECTION D. EMPLOYEES, covered by this agreement, that are put On CALL, shall be paid three (3) hours at time and one half of their straight time hourly rate as defined under ARTICLE V, 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, on their own time, shall be compensated, for the actual time spent, at the EMPLOYEE'S straight time salary rate, as defined in ARTICLE V, SECTION A, with a guarantee of four (4) hours paid.

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 1/2) times the EMPLOYEE'S straight time hourly rate for the overtime. All required court appearances, by EMPLOYEES on Police Department business that occur during the EMPLOYEES' time off or vacation, shall be paid at time and one half times the EMPLOYEES' straight time hourly rates, with a guaranteed minimum of two (2) hours paid.

SECTION G. Any Employee called in to duty, on the EMPLOYEE'S off time or vacation, shall be paid at one and one half (1 1/2) times the EMPLOYEE'S straight time hourly rate, with a guaranteed minimum of two (2) hours paid.

ARTICLE V. METHOD OF COMPENSATION

SECTION A. Annual base salary and longevity pay shall be payable in the bi-weekly payroll check. The combination of annual base salary and longevity pay is straight time annual salary and divided by 1950 hours equals straight time hourly rate.

SECTION B. Holiday pay shall be payable in the bi-weekly paycheck based on the amount calculated per ARTICLE VIII, SECTION A.

SECTION C. Education incentives shall be paid in the bi-weekly paycheck according to the entitlement requirements of ARTICLE IX.

SECTION D. Overtime pay shall be payable bi-weekly, 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 quotient of the division of the straight time annual salary (ARTICLE IV, SECTION A), of the EMPLOYEE, by 1950 hours. This is the straight time hourly rate for the particular EMPLOYEE. Overtime shall be paid in this manner unless otherwise specified such as In Service Training Time defined in ARTICLE 111, SECTION E.

SECTION E. Clothing Allowance shall be paid in the bi-weekly paycheck according to the entitlement requirements of ARTICLE X, SECTION C.

SECTION F. Compensation as defined in ARTICLE V, SECTIONS A, B, C and E shall be pensionable under the regulations of the New Jersey Policeman's and Firemen's Retirement System. Compensation.

ARTICLE VI. SALARIES

SECTION A. Annual base salaries for full time lieutenants shall be in the amounts delineated herein. Said salaries 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 annual rates are effective as of January 1 of each calendar year.

	<u>1993</u>	<u>1994</u>	<u>1995</u>
LT. I	\$56,357	\$59,316	\$62,282
LT. II	\$55,637	\$58,521	\$61,412
LT. III	\$55,237	\$58,121	\$61,012
LT. IV	\$54,937	\$57,821	\$60,712

ARTICLE VII. LONGEVITY

SECTION A. All MEMBERS shall receive longevity pay equal to two (2) percent of their annual base salary for each four (4) years of continuous employment and not to exceed ten (10) percent at twenty (20) years of continuous service. Longevity accrued from date of appointment prior to July 2 of the appointed year shall be retroactive to the beginning of the affected year; longevity, accrued from dates of appointment July 2 through December 31 of the appointed year shall take effect on the first of January of the year following the year in which the longevity was accrued.

ARTICLE VIII. HOLIDAYS

SECTION A. 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. 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.

SECTION B. The following holidays are observed:

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

SECTION C. Holiday pay will be payable in the bi-weekly paycheck as delineated in ARTICLE V, SECTION B.

ARTICLE IX: EDUCATION INCENTIVE

SECTION A. All Fulltime 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 by January 31st of the following year 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.

SECTION B. All full time MEMBERS are entitled to the educational incentive pay 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.

SECTION C. An additional educational 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 IX, SECTION A and is payable until retirement or other separation from the East Hanover Police Department.

SECTION D. Participation in this program, which means pursuing an education of the MEMBER'S own time, shall not relieve any MEMBER from any obligations to duties as a police officer and to 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.

ARTICLE X: UNIFORMS AND EQUIPMENT

SECTION 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 the MEMBER'S appointment to the East Hanover Police Department.

SECTION B. 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 LTS. with the approval of the Chief of Police and 75% of all 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 LTS. SHALL BE DONE WITH THE ADVICE AND CONSENT OF THE TOWNSHIP.

SECTION C. All MEMBERS shall receive an annual allowance of thirteen hundred fifty dollars (\$1350) for the upkeep of clothing and equipment and/or replacement of worn clothing and equipment. This allowance shall be payable according to ARTICLE V, SECTION E.

ARTICLE XI VACATIONS

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

SECTION 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.

SECTION C. The vacation period for each year shall be in accordance with the following:

- (1) From the completion of (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.

SECTION D. Vacation shall consist of five (5) working days times the number of weeks entitled per ARTICLE XI SECTION C

SECTION 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.

SECTION F. Vacations shall be scheduled on the basis of seniority of the MEMBERS.

SECTION 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. In the event 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 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 XII HEALTH AND LIFE INSURANCE BENEFITS

SECTION A. The TOWNSHIP shall provide for and pay all premiums in connection with the following benefits for each

MEMBER and each 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 a direct equivalent.

(b) A comprehensive major medical policy.

(2) DENTAL HEALTH BENEFIT

(a) A dental health plan providing for the following minimum benefits as provided by Canada Life Insurance Company in its policy agreement with the TOWNSHIP for the last year in which the company was

the designated carrier, or an equivalent coverage.

a-1 Preventive and Diagnostic - 100%

a-2 Basic - 90/10

a-3 Prosthodontic - 70/30

a-4 Deductible - None

a-5 Maximum per patient per year - \$1,500.00

a-6 All pre-existing conditions - Full Coverage

(b) The following additional benefits

b-1 Special Orthodontic, \$1,000.00 maximum per case
- 50/50

b-2 Surgical Periodontal - 90/10

(3) PRESCRIPTION DRUG BENEFIT

(a) 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.

(4) EYE GLASS CARE

(a) A vision care plan as provided by Vision Service plan entitled "Group Vision Care Plan". This plan will continue in effect until a TOWNSHIP self insurance plan is implemented.

(5) LIFE INSURANCE BENEFITS

(a) A life insurance policy equal to three (3) times each MEMBER'S annual salary.

(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 XII, SECTIONS A1 thru A4 for MEMBER pensioners and their dependents as would have been applicable under active employment.

(b) Effective January 1, 1994, all EMPLOYEES who retire on or after that date shall be provided a life insurance policy by the EMPLOYER, at EMPLOYER'S

cost, equal to two (2 times the EMPLOYEE'S annual salary at time of retirement. The parties agree that the EMPLOYEE may extend coverage to three (3) times the EMPLOYEE'S annual salary, provided the EMPLOYEE shall incur the cost attributable to such extension (from 2x to 3x).

- (c) In the event of the death of an employee, the TOWNSHIP will pay the cost of continuing coverage of the benefits set forth in ARTICLE XII, SECTIONS A1 thru A4 for his surviving spouse, until such spouse remarries, and dependents as would be applicable had the deceased continued in active employment.

(7) LONG TERM DISABILITY

- (a) A long term disability plan equal to or better than the policy supplied by Canada Life Insurance Company and in force at the time of execution of this Agreement.

(8) SHORT TERM DISABILITY

- (a) A short term disability plan providing not less than the following benefits:
- (i) Coverage up to thirteen (13) weeks
 - (ii) Coverage to begin after the eighth (8th) day of continuous disability
 - (iii) Coverage to equal two-thirds (66 2/3 percent) of MEMBER'S base earnings with a maximum of \$300 per week
 - (iv) Coverage to begin after MEMBER has exhausted accumulated sick time

(9) SICK TIME

- (a) All members shall be entitled to sick days with the following limitations:
- a-1 All members shall be entitled to accumulate one and one-quarter (1-1/4) 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

a-2 Credit for service prior to this agreement shall be based upon records maintained by the TOWNSHIP.

a-3 Upon retirement or permanent separation from service, a member shall be entitled to one-half (1/2) straight time rate for each day of unused sick leave he has accumulated at the time of retirement or termination up to a maximum of 200 days.

SECTION B. The provisions of ARTICLE XII, SECTION A 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 the Superior Court related to having committed a crime.

ARTICLE XIII PERSONAL LEAVE

SECTION 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

(a) Death of father, mother, grandmother, grandfather, 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 member - 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 of spouse - day of burial only.

(c) Exceptions to this rule may be made 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) PERSONAL DAYS

- (a) 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 notice is required to the Chief of Police when requesting personal days except under emergency conditions. Requests shall not be unreasonably denied.
- (b) Personal days not used within the calendar year shall be carried over for utilization in the next calendar year.

ARTICLE XIV TERMINAL LEAVE

SECTION A. 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 XV LIABILITY PROVISIONS

SECTION A. Whenever any civil action is brought against any EMPLOYEE covered by this Agreement for the EMPLOYEE'S reliance on 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 person from any financial loss resulting therefrom.

ARTICLE XVI GRIEVANCE PROCEDURE

SECTION A. Formal grievances with regards to alleged violations of this agreement shall be presented to the Chief of Police by the affected MEMBER. If the grievance is not resolved the grievance shall be referred to the TOWNSHIP Administrator. If resolution has not been effected by the TOWNSHIP, grievance may be filed with New Jersey Board for Mediation and Arbitration. Grievances shall be filed with the Chief of Police within five (5) days of the alleged violation of this contract. Resolution or denial is required within 10 days after filing of grievance.

ARTICLE XVII RETROACTIVE PAYMENT

SECTION A. Retroactive payments due for 1993 and 1994 shall be made within thirty (30) days after the final passage of the TOWNSHIP Budget for 1994. This applies to the salary increases within the terms of this contract.

ARTICLE XVIII SEPARABILITY AND SAVINGS

SECTION A. 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 XIX TOTAL AGREEMENT

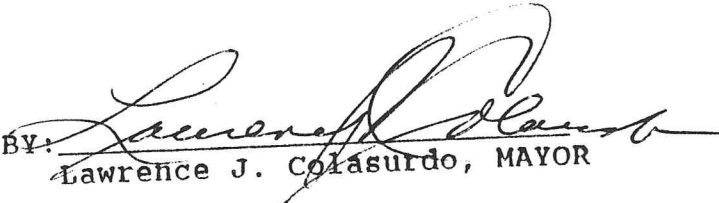
SECTION A. Notwithstanding any other agreements previously in effect, the foregoing constitutes the entire Agreement between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment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

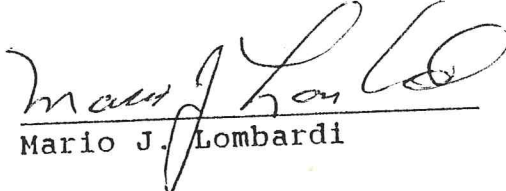
ARTICLE XX TERM

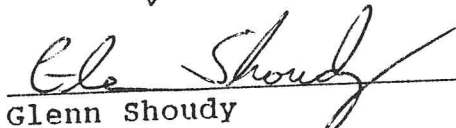
SECTION A. This agreement shall be in full force and effect from January 1, 1993 through December 31, 1995. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the expiration of the agreement, written notice shall be given to the other party no 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 will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

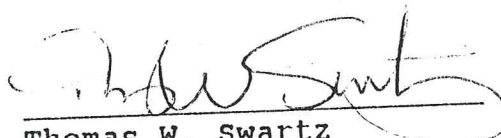
IN WITNESS WHEREOF, the parties have caused to be affixed hereto the signatures of their duly authorized representatives.

BY: 
Dana Bennett

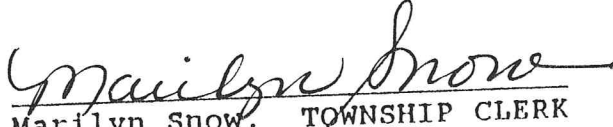
BY: 
Lawrence J. Colasurdo, MAYOR


Mario J. Lombardi


Glenn Shoudy


Thomas W. Swartz

ATTEST


Marilyn Snow, TOWNSHIP CLERK