

RESOLUTION NO. 133-2008

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

WHEREAS, the Township of East Hanover has negotiated with the East Hanover Superior Officers Association and has reached agreement regarding terms and conditions of employment,

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 covering the years 2008 through 2011, inclusive, by and between the Township of East Hanover and the East Hanover Superior Officers Association, a copy of which is on file in the Office of the Township Clerk, be and the same is hereby approved, and

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

	YES	NO	ABSTAIN	ABSENT
COUNCILMAN COLASURDO	✓			
COUNCILMAN DE ROSA	✓			
COUNCILWOMAN JANDOLI	✓			
COUNCILMAN MUSSO	✓			
MAYOR PANNULLO	✓			

I hereby certify the foregoing to be a true copy of a Resolution/Ordinance adopted by the Township Council of the Township of East Hanover at a Regular/Special Meeting held on December 9, 2008
Marilyn J. Snow
Marilyn J. Snow, Township Clerk, RMC, CMC

A G R E E M E N T

Between

TOWNSHIP OF EAST HANOVER

and

EAST HANOVER SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement	1
I	Recognition of the Bargaining Unit	2
II	General Provisions	3
III	Hours and Overtime	4
IV	Method of Compensation	7
V	Salaries	9
VI	Longevity	10
VII	Holidays	11
VIII	Education Incentive	12
IX	Uniforms and Equipment	15
X	Vacations	16
XI	Health and Insurance Benefits	18
XII	Sick Time	22
XIII	Personal Leave	25
XIV	Liability Provisions	27
XV	Grievance Procedure	28
XVI	Management Rights	30
XVII	Separability and Savings	31
XVIII	Total Agreement	32
XIX	Term	33

A G R E E M E N T

This Agreement made and entered into this _____ day of _____, 2008, by and between the Township of East Hanover, in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township" or "Employer"), and the East Hanover Superior Officers Association, (hereinafter the "SOA"), represents the complete and final understanding on all bargainable issues between the Township and such Employees who are covered pursuant to Article I, Section A hereof.

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

ARTICLE I
RECOGNITION

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

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

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

ARTICLE II
GENERAL PROVISIONS

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

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

ARTICLE III

HOURS AND OVERTIME

Section A. The work week under this Agreement shall be thirty-seven and one-half (37½) hours plus roll call with a thirty-minute (30) meal period, except that Lieutenants assigned to the Patrol Division working under Section B, Paragraph 2 of this Article shall receive a forty-five-minute (45) meal period.

Section B. Work Schedules.

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

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

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

- (1) Lieutenants working a schedule as defined in Section B, Paragraph (1) of this Article who have worked in excess of eight (8) hours in any twenty-four (24) hour period shall be paid at the rate of one and one-half (1.5x) times the Lieutenant's regular straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.
- (2) Lieutenants working a schedule as defined in Section B, Paragraph (2) of this Article who shall have worked in excess of twelve (12) hours in any twenty-four (24) hour period shall be paid at one and one-half (1.5x) times the Lieutenant's straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.
- (3) Overtime shall be paid and compensatory time in lieu of overtime shall be credited only in such cases where the member wishes and the Department agrees to the use of such compensatory time within the same pay period in which it is earned; provided, however, that each member may carry a bank of not more than forty-eight (48) hours of compensatory time (the product of having worked thirty-two (32) hours of overtime). 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 January 1, 2005 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 E. Lieutenants covered by this Agreement who are put "on call" shall be paid three (3) hours at one and one-half (1 ½) times their straight time hourly rate as defined in Article IV, Section A. The payment for an on-call assignment shall apply only once for each seven (7) day on-call assignment period.

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

with a guarantee of four (4) hours paid.

Section G. All required court appearances by Lieutenants on Police Department business that extend in time beyond the normal tour of duty shall be paid at one and one-half (1 ½) times the Lieutenant's straight time hourly rate for such overtime. All required court appearances by Lieutenants on Police Department business that occur during the Lieutenant's time off or vacation or compensatory time shall be paid at one and one-half (1 ½) times the Employee's straight time hourly rate as defined in Article IV, Section A with a guaranteed minimum of two (2) hours paid.

Section H. Any Lieutenant called in to duty on the Employee's off-time or vacation time shall be paid at one and one-half (1 ½) times the Lieutenant's straight time hourly rate as defined in Article IV Section A with a guaranteed minimum of two (2) hours paid.

ARTICLE IV

METHOD OF COMPENSATION

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

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

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

Section D. Overtime pay shall be payable semi-monthly in the regular paycheck based on submission of an appropriate overtime report approved by the Chief of Police. The number of overtime hours shown on the overtime report for each Employee shall be multiplied by one and one-half (1 ½). The product of that calculation shall be multiplied by the Employee's straight time hourly rate calculated per Section A of this Article. Overtime shall be paid in this manner unless otherwise specified, such as the in-service training defined in Article III, Section F.

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

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

ARTICLE V

SALARIES

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

	Effective 01/01/08	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11
Lieutenant	\$112,507	\$117,007	\$121,688	\$126,555
Captain	\$127,398	\$132,494	\$137,794	\$143,305

ARTICLE VI

LONGEVITY

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

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

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

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

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

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

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

Section E. Participation in this program, which means pursuing an education on the member's own time, shall not relieve the member from any obligation to his/her duties as a Police Officer and the Township Police Department. Failure to meet any and all duties and obligations may result in a member's suspension from this program after a fair and proper hearing.

Section F. Candidates for appointment to the Police Department who are required to have obtained a Bachelor Degree as a prerequisite thereto and who may

thereafter be appointed to the Department shall not be eligible for educational incentive payments.

ARTICLE IX

UNIFORMS AND EQUIPMENT

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

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

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

ARTICLE X

VACATIONS

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

Section B. The vacation period for each year shall be in accordance with the following:

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

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

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

ARTICLE XI

HEALTH AND INSURANCE BENEFITS

Section A. The Township shall provide and pay all costs to provide 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

- (a) A comprehensive medical/surgical policy as provided under the current coverage in effect at the time of execution of this Agreement, or a direct equivalent which provides, at a minimum, said level of coverage.
- (b) A comprehensive major medical policy as provided under the current coverage in effect at the time of execution of this Agreement, or a direct equivalent which provides, at a minimum, said level of coverage.

(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) No deductible
- (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

A prescription drug plan that provides for Employee co-payment of Five Dollars (\$5.00) per prescription for generic pharmaceuticals and Ten Dollars (\$10.00) co-payment for legend (brand name) pharmaceuticals, with the remainder of the cost of each prescription to be covered by the carrier. Members shall also be eligible to participate in a mail-order prescription program with a Zero Dollars (\$0.00) co-payment. Oral contraceptives shall be a covered expense.

(4) Vision Care

A vision care plan as provided by Vision Service Plan (VSP) at the execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to VSP.

(5) Life Insurance

A life insurance policy equal to three times (3x) each member's straight time annual salary.

(6) Income Replacement (Short-and long-term disability)

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 the Employee's straight time rate, to a maximum of Four Hundred Dollars (\$400.00) per week; provided, however, that during the first one hundred four (104) weeks of such disability, the maximum replacement rate shall be Eight Hundred Dollars (\$800.00) per week.

(a) 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) Benefits during the first one hundred four (104) weeks of disability shall be paid by the Township's self-insurance program. Benefits thereafter shall be paid by the long-term disability insurer (Unum

Life Insurance at the execution of this Agreement), the provisions of which policy shall govern from the inception of the Township's obligation hereunder, except as with regard to the maximum replacement rate during the short-term (first one hundred four (104) weeks) period.

- (c) 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 Employee, the Township will pay the cost of continuing coverage under Article XI, Section A, Paragraphs (1) through (4), inclusive, for the surviving spouse until he/she remarries, and for Employee's dependents as would have been applicable had the deceased continued in active employment.
- (2) By adoption of the provisions of Chapter 88, P.L. 1974, as amended, 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) hereof, for member pensioners, and Paragraphs (1) through (4), inclusive, for their dependents as would have been applicable under active employment.
 - (a) All members who are covered by this Agreement on the date of ratification of same and who shall retire on or after the date of execution of this contract, shall be provided with a death benefit equal to three times (3x) the Employee's annual salary at time of retirement, to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00), which amount shall decline by one-half ($\frac{1}{2}$) upon the retiree's seventieth (70th) birthday, except that an Employee who, upon retirement, is declined continued coverage by the insurer pursuant to the terms of the Canada Life Assurance Co. Policy dated September 1, 1993, and any successor policy in force at the time this Agreement is executed shall be provided by the Township at retirement with a non-diminishing death benefit on One Hundred Thousand Dollars (\$100,000.00).
 - (b) All members who become covered under this Agreement after the date of ratification of same and who shall retire on or after the date of execution of this contract, shall be provided with a death

benefit equal to three times (3x) the Employee's annual salary at time of retirement, to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00). At age seventy (70), such coverage shall terminate and the member shall receive a one-time annuity payment of Fifty Thousand Dollars (\$50,000.00). An Employee who, upon retirement, is declined continued coverage by the insurer pursuant to the terms of the Canada Life Assurance Co. policy dated September 1, 1993, and any successor policy in force at the time this Agreement is executed shall be provided by the Township at retirement with a non-diminishing death benefit of One Hundred Thousand Dollars (\$100,000.00) until the Employee reaches his seventieth (70th) birthday at which time such provision shall terminate. At such time the Employee shall receive a one-time annuity benefit of Fifty Thousand Dollars (\$50,000.00).

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 ($1\frac{1}{4}$) Working days (equivalent: ten (10) hours) of paid sick leave for each completed month of service in their first (1st) year of employment. After the first (1st) year, members shall have fifteen (15) days of sick time per year. The sick leave is to be used only in times of illness of the Employee or to care for a spouse or child or other relative living in the Employee's home during their illness.

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

Section C. Upon retirement or permanent separation from service in good standing, a member shall be entitled to compensation at the rate of one-half ($\frac{1}{2}$) the straight time rate for each day of unused sick leave accumulated to the time of retirement or separation up to a maximum of two hundred (200) unused accrued sick days. For the purposes of this Article a day shall equal eight (8) hours. The member

may elect to receive such supplemental compensation in a lump sum or to extend his/her terminal leave at the rate of one-half ($\frac{1}{2}$) day for each day unused accrued sick time to a maximum of two hundred (200) unused accrued days (one thousand six hundred (1,600) hours). No additional accrued sick or vacation time shall accrue, nor salary increase during such terminal leave extension.

Section D. In the event that the member elects to receive the supplemental compensation in a lump sum as set forth in Section C, above, the maximum payment shall be Thirty-Five Thousand Dollars (\$35,000.00).

Section E. 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 the unused sick days from his/her annual allotment thereof at one-half ($\frac{1}{2}$) the then current straight time rate. 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 days (three hundred sixty (360) hours) before redeeming any additional days.

Section F. In addition to redeeming days from the current year, a member may redeem up to ten (10) days (eighty (80) hours) from prior years' accruals at one-half ($\frac{1}{2}$) the straight time rate for the immediately prior year.

Section G. Employees desiring to redeem unused accrued sick time shall notify the Township Administrator in writing by December 1 of each year of the number of

days (hours) to be redeemed. Payment for such days will be made not later than the first paycheck in January of the following year.

Section H. The provisions of Paragraphs A through G, 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.

ARTICLE XIII

PERSONAL LEAVE

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

Section A. An Employee who is to be married is entitled to leave of five (5) working days (forty (40) working hours).

Section B. 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 of 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 C. 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.
- (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 D. Terminal Leave.

- (1) Upon application for retirement, an Employee with twenty-five (25) years of service or who is retiring due to a service-incurred disability shall receive ninety (90) working days (seven hundred twenty (720) working hours) of terminal leave with full wages and benefits. Unless the Employee elects a terminal leave extension as provided in Article XII, Section C hereof, terminal leave shall begin ninety (90) work days (or seven hundred twenty (720) working hours) prior to the effective date of retirement and the Employee shall not be required to report for or to perform any Police duties during this period. Each retiring Employee shall have the individual option of taking said terminal leave benefit as cash payment at the retiring Employee's then current rate of compensation. Said retiring Employee shall have the option of taking said amount in up to three (3) separate installments over a period of up to eighteen (18) months. Any money held by the Employer during this period of eighteen (18) months prior to payout shall be without interest.

- (2) Where an Employee elects a terminal leave extension as provided for in Article XII, Section C hereof, terminal leave as contemplated in Article XIII, Section D shall commence ninety (90) working days (seven hundred twenty (720) working hours) prior to the first day of the terminal leave extension as calculated according to the provisions of Article XII, Section C hereof.

ARTICLE XIV

LIABILITY PROVISIONS

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

ARTICLE XV

GRIEVANCE PROCEDURE

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, or any applicable rule or regulation or policies, agreements or administrative decisions affecting any Employee covered by this Agreement.

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

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

or the grievance shall be deemed to have been upheld.

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

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

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

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

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

ARTICLE XVI

MANAGEMENT RIGHTS

Section A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

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

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

ARTICLE XVII

SEPARABILITY AND SAVINGS

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

ARTICLE XVIII

TOTAL AGREEMENT

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

ARTICLE XIX

TERM

This Agreement shall be in full force and effect from January 1, 2008, through December 31, 2011. 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, 2011, 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, 2011, at which time they shall meet and exchange proposals to terminate, renew, amend or otherwise modify this Agreement.

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

**EAST HANOVER
SUPERIOR OFFICERS ASSOCIATION**

Gl. W. Shouley
Am. Wilson

James Monaghan Jr.
Det. Lt. B. My

ATTEST:

Paula A. Russo

TOWNSHIP OF EAST HANOVER

Joseph Pannullo
Mayor

Maureen J. Snow
Township Clerk

Schedule A

	2005	2006	2007	2008	2009	2010	2011	2012
G. Shoudy	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%
W. Weldon	11%	11%	11%	12.5%	12.5%	12.5%	12.5%	12.5%
J. Monaghan	8%	11%	11%	11%	11%	12.5%	12.5%	12.5%
B. Monaghan	8%	8%	8%	11%	11%	11%	11%	12.5%

B.M.

ES

WLD

J.M.