

Contract #2642

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7916210 DIST.

COPY

AGREEMENT

BETWEEN

EAST HANOVER POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 227

AND

THE TOWNSHIP OF EAST HANOVER

JANUARY 1, 1993 through DECEMBER 31, 1995

LAW OFFICES:

LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, NJ 07601
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This Agreement, made and entered into in East Hanover, New Jersey, on _____, 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 POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 227 (hereinafter referred to as the "PBA"), 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 PBA, 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 PBA as the sole and exclusive bargaining agent for all patrolmen and sergeants presently and hereafter employed by the Township in its Police Department.

Section B. Unless otherwise indicated, the terms, "Employee", "Officer", or "Member", when used in this Agreement, shall refer to all employees represented by the PBA 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 PBA because of membership or activity in said PBA. The PBA shall not intimidate nor coerce any employee into membership in said PBA. Neither the Township nor the PBA shall discriminate against any employee because of race, color, creed, sex, national origin, political affiliation or marital status.

ARTICLE II. GENERAL PROVISIONS

Section A. For the purposes herein, with exception of Article X-Vacations, "completed years of service" for all sergeants and all grades of patrolmen above the grade of probationary patrolman is to mean and/or include:

(1) Employees, covered by this Agreement, that are appointed full time members of the Township Police Department up to and including the first day of July of the calendar year appointed, shall be considered full time employees retroactive to the first day of January of that year. However, no retroactive pay shall be earned during any time served in a probationary status.

(2) Employees, covered by this Agreement, that are appointed after the first day of July of the calendar year appointed, shall be considered full time members of the Township Police Department, commencing the first day of January of the following year.

Section B. The following grades of patrolmen are hereby established and defined as follows:

- (1) Probationary - From date of appointment to the same date of the following year.
- (2) Grade V - From the completion of the probationary period to the completion of two (2) years of service.

- (3) Grade VI - From the completion of two (2) years service to the completion of three (3) years of service.
- (4) Grade III - From the completion of three (3) years of service to the completion of four (4) years of service.
- (5) Grade II - From the completion of four (4) years of service to the completion of five (5) years of service.
- (6) Grade I - From the completion of five (5) years of service to retirement or promotion.

Section C. Each Member's entitlement to vacation benefits shall be in accordance with the provisions of Article X.

ARTICLE III. HOURS AND OVERTIME

Section A. The Work Week, under this Agreement, is thirty-seven and one-half (37½) hours plus roll call.

Section B. The Work Schedule 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.

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 (1½) times the employee's straight time hourly rate as defined under Article IV, 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 at their straight time hourly rate as defined under Article IV, Section A. The payment for On-Call assignment shall apply only once for each seven (7) day On-Call assignment period.

Section E. All employees required to participate in 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 IV, Section A.

Section F. All required court appearances by employees on Police Department business, that extend, in time, beyond the normal tour of duty, shall be paid at one and one half ($1\frac{1}{2}$) times the employee's straight time hourly rate for the overtime. All required court appearances, by employees, on Police Department business, that occur during the employee's time off or vacation shall be paid at time and one-half time the employee's straight time hourly rates, 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 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 VII, Section A.

Section C. Education incentives shall be paid in the bi-weekly paycheck according to the entitlement requirements of Article VIII, Section A.

Section D. Overtime pay shall be payable bi-weekly, in the regular paycheck, based on submissions 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 ($1\frac{1}{2}$). 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 III, Section E.

Section B. Clothing allowance shall be paid, in a lump sum, by a separate and distinct check, and according to the requirements of Article IV, Section D. This payment shall be made within 30 days following the passage of the annual Township Budget.

Section F. 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.

ARTICLE V. SALARIES

Section A. Annual base salaries for full time sergeants, full time patrolmen and probationary patrolmen shall be in the amounts delineated herein. 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 January 1, 1993, January 1, 1994 and January 1, 1995, respectively.

TITLE	<u>1/1/93</u>	<u>1/1/94</u>	<u>1/1/95</u>
Sergeant	\$51,932	\$54,659	\$57,392
Patrolmen			
Grade 1	47,861	50,374	52,893
Grade II	44,661	46,673	48,689
Grade III	41,465	42,974	44,486
Grade IV	38,269	39,275	40,283
Grade V	35,073	35,576	36,080
Probationary	31,377	31,877	31,877

ARTICLE VI. 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 dates 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 VII. 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 Day |
| (4) Washington's Birthday | (11) Election Day |
| (5) Good Friday | (12) Veteran's Day |
| (6) Easter Sunday | (13) Thanksgiving Day |
| (7) Memorial Day | (14) Christmas Day |

Section C. Holiday pay will be payable in the bi-weekly

paycheck as delineated in Article IV, Section B.

ARTICLE VIII. EDUCATION INCENTIVE

Section A. All full-time Members shall be entitled to be paid, on an annual basis and disbursed in the bi-weekly paycheck, Twenty (\$20.00) Dollars 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 31 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 VII, SECTION B.

Section B. All full time Members are entitled to the educational incentive pay according to the following service schedule:

(1) During probationary period - NO COMPENSATION

(2) End of 1st year to completion of 2nd year - 15 credit hours (maximum)

(3) End of 2nd year to completion of 3rd year - 30 credit

hours (maximum)

(4) End of 3rd year to completion of 4th year - 45 credit hours (maximum)

(5) End of 4th year to completion of 5th year and thereafter- all accumulated credit hours up to sixty-seven (67) maximum or total number required for Associate Degree whichever is less.

Section C. An additional educational incentive of Eight Hundred Fifty (\$850.00) Dollars 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 VII, Sections A and B.

Section 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 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 IX. UNIFORMS AND EQUIPMENT

Section A. The Township shall provide a complete issues of uniforms and equipment, designated by the Chief of Police, to each newly appointed Member. This issues shall include all necessary clothing and equipment required for basic training.

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 PBA 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 PBA MEMBERS, SHALL BE DONE WITH THE ADVICE AND CONSENT OF THE TOWNSHIP.

Section C. After one (1) year of service, all Members shall receive an annual allowance of Thirteen Hundred Fifty (\$1,350.00) Dollars 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 E.

ARTICLE X. VACATIONS

Section A. An annual paid vacation shall be provided for each and every full-time 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) During the probationary year, one (1) week vacation.
- (2) From the completion of (1) year of service (probation) to the completion of five (5) years of service, three (3) weeks

vacation each year.

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

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

(5) From the completion of fifteen (15) years of service to the completion of twenty (20) years of service - six (6) weeks vacation each year.

Section D. Vacation shall consist of five (5) working days times the number of weeks entitled per Article X, 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 XI. 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 or an equivalent coverage

a-1 Preventive and Diagnostic - 100%

a-2 Basic - 90/10

a-3 Prothodontic - 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 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 XI, Sections A1 through A5 for Member pensioners and their dependents as would have been applicable under active employment.

i. Effective January 1, 1994, all employees who retire on or thereafter shall be provided a life insurance policy by the Employer, at its cost, equal to two (2x) times the employee's annual salary at time of retirement. The parties agree that the employee may extend coverage to three (3x) times the employee's annual salary, provided the employee shall incur the cost attributable to such extension (2x to 3x).

(b) In the event of the death of an employee, the

Township will pay the cost of continuing Article XI, Section A-1 through A-4 coverage for his surviving spouse, until he/she remarries, and dependents as would be applicable had the deceased continued in active employment.

(7) LONG TERM DISABILITY

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

(8) SHORT TERM DISABILITY

(a) A short term disability plan as supplied by Life Insurance Company of North America or its equivalent.

(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 $\frac{1}{4}$) 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 ($\frac{1}{2}$) 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 XI, 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 XII. 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 succeeding calendar year.

ARTICLE XIII. 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 XIV. 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 XV. 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 XVI. RETROACTIVE PAYMENT

Section A. Retroactive payment due for the year 1993 shall be made within thirty (30) days after contract is signed.

Section B. Retroactive payments due for 1994 and 1995 shall be made within thirty (30) days after the final passage of the Township Budget for each of those years. This applies to the salary increases within the terms of this contract.

ARTICLE XVII. 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 forgoing, the following rights:

1. To the executive management and administrative 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, 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 40A and R.S. 11A or any other federal or State law.

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.

TOWNSHIP OF EAST HANOVER
PATROLMEN'S BENEVOLENT
ASSOCIATION LOCAL 227

By: [Signature]
EHPBA PRESIDENT

[Signature]
EHPBA DELEGATE

TOWNSHIP OF EAST HANOVER
MAYOR AND TOWNSHIP COMMITTEE

By: [Signature]

[Signature]

ATTEST:

[Signature]
Treas.