

AGREEMENT

BY AND BETWEEN

**THE TOWNSHIP OF HANOVER
A Municipal Corporation
With offices located at
1000 Route No. 10
Whippany, New Jersey 07981
Located in the County of Morris
And State of New Jersey**

AND

**THE POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 128,
NEW JERSEY POLICE BENEVOLENT ASSOCIATION**

January 1, 2008 through December 31, 2008

WITNESSETH

WHEREAS, pursuant to the New Jersey Employer-Employee Relations Act, Chapter 303, Laws of 1968, as amended, of the State of New Jersey (hereinafter referred to as the Act), the aforesaid Association has been elected as Representative by and for the Detectives, Sergeants and Patrolmen for the purpose of collective negotiations. The Employer recognizes the Association and agrees as follows:

PREPARED

BY:

LAUFER, KNAPP, TORZEWSKI , DALENA & SPOSARO, L.L.C.
At Chancery Square
23 Cattano Avenue
Morristown, New Jersey 07960

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ARTICLE I
RECOGNITION

The Association shall be the sole and exclusive representative of the bargaining unit as determined under the procedures of the Act and certified by the State of New Jersey Public Employment Relations Commission on March 29, 1972. The negotiated Agreement shall apply only under conditions when members of the bargaining unit are engaged in the pursuit of their statutory duties, rules, regulations, policies and procedures of the Police Department in the service of the Employer.

It is further agreed that, implicit in the relationship between the Employer and the Association, no employee or applicant shall be discriminated against regardless of such individual's race, color, religion, sex, age or national origin in conformance with existing laws.

ARTICLE II

HOURS OF WORK

The normal work week shall commence at 12:01 A.M. on Monday and end at 12:00 Midnight the following Sunday.

Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each officer to be determined by the Chief of Police, or his designated representative.

The schedule shall be posted for the information of all officers at least two (2) weeks in advance. This posted schedule, however, shall not prevent the Chief of Police or his appointed representative from making revisions in the schedule for reasons such as illness, accident, or other unexpected events which might require a modification of the schedule after posting.

ARTICLE III
OVERTIME

Section 1

The nature of police work is such that incidental overtime is required to close out reports or complete job assignments that are considered an integral part of police work.

Section 2

On certain occasions officers may be required to work overtime. The following rules will apply:

- A. Incidental overtime required to close out a scheduled tour of duty; compensation will be at time and one-half for all hours worked in excess of scheduled tour of duty.
- B. Scheduled overtime will be compensated at the time and one-half rate for all hours assigned to be worked and worked. Scheduled overtime is extra work scheduled in advance.
- C. Municipal Court Appearances: No extra compensation shall be paid to an officer performing municipal court duty while on a scheduled tour of duty.

Section 3

It is the intent of the Employer that community relations, teaching or assignments of a similar nature shall be handled, whenever possible, by superior officers of the Department; provided, however, that if this is not practical at any given time, an officer covered by this Agreement may be assigned to such duty. If such assignment is performed during the officer's scheduled tour of duty, no additional compensation shall

be paid nor compensatory time off granted. If such assignment is performed outside the officer's scheduled tour of duty, he shall be compensated in the same manner and at the same rates that apply to other scheduled overtime as specified in this Article.

Section 4 – EMERGENCY RESPONSE CALL-OUT PROVISION

In the event of a natural, civil or technological emergency or disaster occurring within the Township and requiring the presence of additional personnel, or in the event of a mutual aid call from a neighboring municipality requiring the response of additional Hanover Township police officers, the Chief of Police or his designee is empowered to call in such police officers who are available for non-scheduled emergency duty.

Those officers reporting for emergency service shall be paid at the regular overtime rate for all such hours worked but not less than three (3) hours.

For purposes of this provision, emergencies or disasters are defined as unforeseeable and unexpected conditions which effect the health, safety and welfare of the residents of Hanover Township and the public at large. Examples of emergencies or disasters requiring the call-out of additional police officers shall include but are not limited to the following: severe thunderstorms, hurricanes, snow and ice storms, floods, tornados, earthquakes, hazardous materials incidents, fires, explosions, vehicular or transportation accidents, aircraft related incidents, power failures, radiological incidents, civil disturbances, water supply failures, gas leaks and nuclear attack.

Section 5 – PRE-TOUR OF DUTY CALL-OUT

Upon reporting for a scheduled tour of duty, but prior to the actual start of the tour, if a patrolman is directed by a Squad Sergeant and/or another superior officer to

respond to an assignment, the responding officer shall be entitled to receive compensation.

The compensation shall be in the form of one-half hour increment payments and calculated at the overtime rate. If such assignments continue within the police officer's scheduled tour of duty, no additional compensation shall be paid or compensatory time off granted.

For purposes of this provision, an assignment is defined as a call received either in person or by telephone at Police Headquarters requiring the assistance of the Hanover Township Police Department. Examples of assignments include but are not limited to the following incidents: domestic disputes, vehicular accidents, assaults, fires, car thefts, burglaries, shoplifting.

Section 6

Compensation for all overtime shall be authorized by the Chief of Police or his designated representative.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1

It is the intention of the parties to amicably and peacefully resolve all controversies without need for the strife which attends controversies between employers and employees. Towards that end, the Association agrees not to engage in any strike or job action. In consideration thereof, the parties to this Agreement further agree that, in order to preserve harmony and insure the peaceful and rational resolution of differences, they will utilize the following grievance and arbitration procedure.

Section 2

A grievance shall be defined as a difference of opinion, controversy or dispute arising between the Association or any of its members and the Employer relating to any matter concerning wages, hours or working conditions which involves the interpretation or application of any provision under this Agreement.

Section 3

The grievance shall be processed as follows:

STEP 1

The officer and/or the Association shall be entitled to make a verbal complaint under this procedure within five (5) working days of the alleged complaint or infraction of the Agreement, or within five (5) working days in which such incident or infraction became known to the grievant. The grievance shall be presented verbally to a senior officer below the Chief of Police, who will discuss the matter with the officer and/or the Association representative at the earliest possible time. Every attempt shall be made by



both parties to resolve the complaint or dispute at this level. If the dispute cannot be resolved satisfactorily at this level within ten (10) calendar days, then

STEP 2

The officer and/or the Association representative shall present the grievance, in writing, stating in detail the nature of the complaint and the section of the Agreement allegedly violated and the relief sought. Such written grievance shall be presented to the Chief of Police only during normal office hours, that is, those hours when the Chief's office is usually open and then no later than five (5) working days after the discussion has been concluded at Step 1. For the purpose of this provision, working days shall be defined as only those days when the Chief's office is open.

If a grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of its occurrence, then in that event, the grievance shall be determined to be abandoned by the grievant and he is precluded from processing the grievance through the grievance procedure under the collective negotiations agreement.

The Chief of Police shall review the grievance with the officer and/or the Association representative within two (2) working days of the receipt of the written grievance. If a mutually satisfactory settlement is not reached, he shall then reply to the written grievance within three (3) working days after the conclusion of the discussion at this step. If the grievance is denied at this step, the officer and/or the Association representative may request the Chief of Police to forward the written grievance and his reply to the Township Committee.



STEP 3

If such request is made, the Chief of Police shall forward the written grievance to the Township Committee. The Township Committee shall review such grievance with the officer and/or the Association representative. If a mutually satisfactory settlement is not reached, the Township Committee shall reply in writing within thirty (30) days of the receipt of the grievance.

STEP 4

If the Association is dissatisfied with the decision of the Township Committee, the grievance in dispute shall be submitted to arbitration. It is understood that the right to arbitrate a grievance shall not infringe on any statutory or regulatory obligations of individual officers or place an unreasonable burden on the operation of the Police Department. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

The request for arbitration shall be submitted in writing not more than thirty (30) days after the receipt of the Township Committee's reply.

In following the foregoing procedure, if extenuating circumstances arise for either party, the prescribed time limits specified above may be extended by mutual agreement of the parties.

The selection of an arbitrator shall be made from a list of names of qualified arbitrators obtained from the New Jersey Public Employment Relations Commission. Whenever feasible, arbitration shall be conducted by selected arbitrators on a rotating basis.

The power of the arbitrator shall be strictly limited to rendering a decision as to the interpretation and/or application of any provision of this Agreement concerning

wages, hours, or working conditions within the context of a grievance as defined in Section 2 of Article IV herein. The arbitrator shall be limited to his review to the issue or issues submitted for arbitration by the parties to this Agreement and shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying, varying, changing, altering, deleting or adding to in any way, the terms of this Agreement or of applicable law or rules and regulations that have the force and effect of law, including (but not by way of limitation), the Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;
2. Involving Employer discretion or Employer policy under the provisions of this Agreement, under Employer by-laws, or under applicable law;
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Employer under its by-laws, applicable law, and rules and regulations having the force and effect of law;
4. Involving a question of negotiability or any question of unfair labor practice.

The PBA is permitted to have a representative meet with the grievant and management at each step of the grievance procedure. Representative as defined herein includes counsel.

The decision rendered by the arbitrator in accordance with this procedure shall be final and binding on both parties.

The cost of the neutral arbitrator shall be borne equally by each of the contracting parties. All other expenses shall be borne by the parties themselves.

ARTICLE V

VACATIONS

For the purpose of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31. The vacation schedule and the number of vacations granted at any given time shall be made up by and be the responsibility of the Chief of Police subject to the provisions of Section "J" of this Article. All full time officers will be granted vacation periods subject to the following service factors:

- A. Officers engaged or re-engaged on or subsequent to July 1 of the current year –
No Vacation
- B. Officers engaged or re-engaged after October 1 of the preceding year and prior to July 1 of the current year – five (5) days.
- C. Officers engaged or re-engaged prior to October 1 of the preceding year – ten (10) days.
- D. Officers who have completed 1 through 5 years of credited service – ten (10) days per year.
- E. Officers beginning with the 6th year through completion of the 9th year of credited service – fifteen (15) days per year
- F. Officers beginning with the 10th year through completion of the 14th year of credited service - twenty (20) days per year.
- G. Officers beginning with the 15th year of credited service shall receive twenty (20) days per year plus one day for each year of credited service over fourteen (14) years to a maximum of twenty-five (25) days per year.



H. Officers shall not begin the first week of vacation prior to the completion of at least six (6) months of continuous service from the date of engagement or re-engagement nor begin the second week of vacation prior to the completion of at least twelve (12) months of continuous service from the date of engagement or re-engagement.

I. Vacations shall be taken during the calendar year and will not be considered cumulative. If for valid reasons this cannot be done, at the request of the employee this requirement may be waived for a period of up to thirty (30) days after January 1 of the following calendar year by the Administrator on the recommendation of the Chief of Police. For any vacation granted under this waiver, the rate of vacation pay shall be the same as that prevailing during the calendar year the vacation was due.

In the event the Employer requests the officer to postpone his vacation from one calendar year to the next, vacation pay, when granted, shall be at the rate in effect at the time the officer's vacation is taken.

J. The selection of the vacation period for individual officers shall be based on a procedure to be determined by a committee consisting of the Chief of Police and/or his designated representative(s) and not more than three (3) members of the Association. In determining this procedure, the Chief of Police and/or his designated representative(s) shall have a vote equal to that of the Association, regardless of the number of Association representatives involved.

In the event of an impasse in determining the procedure, the Township Committee shall make the final decision. Such procedure shall be binding on all



members of the bargaining unit. The procedure may be revised at any time by mutual agreement of the parties.

K. For the purpose of vacations, credited service is counted from the date of engagement. Officers who are re-engaged by the Employer will have all and prior service accumulated and credited after they have been employed continuously for a period of five (5) years. The Chief of Police will then determine and establish a new engagement date in order to determine the net credited service for vacation eligibility.

L. Officers whose period of vacation is increased in the course of a calendar year upon completion of a specified period of service listed above shall receive upon the completion of the required period of service the additional vacation to which they shall be entitled. The period when this additional vacation is taken shall depend on the conditions specified under the terms of this Article.

M. Termination of Service; Proration.

1. Whenever during the calendar year an employee shall resign, retire or be dismissed from the service of the Township, any vacation time shall be prorated and taken prior to severance from the service of the Township.
2. If during the calendar year an employee should resign, retire or be dismissed from the service of the Township and based upon certification of the appropriate department head all of his/her vacation time has been taken, it shall be the responsibility of that individual to reimburse the Township for vacation time taken but not yet earned or accrued. The Treasurer shall then be empowered to garnish the final paycheck of any



employee in order to compensate the township to take whatever other appropriate action may be necessary to recover any monies due the Township.

3. It shall be the responsibility of the Township Administrator to calculate the amount of prorated vacation time which may be taken by any employee who is voluntarily or involuntarily severed from the service of the Township.

N. Notwithstanding the provisions of Section M herein, as an incentive to those Township police officers retiring pursuant to a regular service retirement under the terms prescribed by the Police and Firemen's Retirement System with twenty-five (25) or more years of service, the Township will not prorate the vacation days in the last year of service in recognition of that officer's meritorious service. Rather the eligible employee will receive his entire vacation allowance regardless of his retirement date. Any full time employee who may qualify under the terms of this provision shall make application to the Township Committee at least sixty (60) days prior to the date of retirement.

ARTICLE VI

PAYMENTS IN LIEU OF HOLIDAYS

Section 1: Elimination of Holidays

There shall no longer be any holidays for employees covered under this Agreement.

Section 2

Effective January 1, 2002 all holiday pay for all employees covered by this Agreement was folded into the base pay on the basis of 13 holidays at the rate of an eight (8) hour day and paid along with the regular payroll and be used for all calculation purposes.



ARTICLE VII

WAGES

Section 1

A. The annual salaries and rates of compensation set forth below under Schedule "A" entitled Salary Guides for the positions of patrolman, sergeant and detective reflect an adjustment of the base salary for each position category.

Wage increases for the new 2008 contract are set forth on "Schedule A" attached. The "Schedule A" wage increases are calculated rate as follows:

1. Academy through step six (6) shall receive a 3.75% increase for 2008.
2. All Top Pay Patrol Officers, (step 7), Detectives and Sergeants shall receive a 4.2% increase for 2008.

B. The starting salary for any employee requiring training at a Police Training Academy shall be \$26,888 effective January 1, 2008, while the employee is attending the Academy. Thereafter, upon graduation from the Academy and receipt of Police Training Commission Certification the employee shall advance to Step 1 on the salary guide which shall be \$44,712 effective January 1, 2007 for the balance of the one (1) year probationary period.

Effective January 1, 2008, the annual salary for a probationary (Step 1) patrolman shall be increased 3.75% beyond the 2007 base salary to \$46,389.

Upon initial appointment to the Police Department, after completing Academy training a patrolman shall be advanced to Step 1 for the balance of the one (1) year probationary period. For the purpose of calculating the employee's



anniversary date, the anniversary date shall be the first day of the month following the completion of the one (1) year probationary period. The probationary period and formula for the calculation of anniversary dates shall apply under the terms of this Agreement and during the first year of employment. Thereafter, step advances shall occur on the anniversary date of employment of a patrolman as is the normal practice under the Police Department's Salary Ordinance.

- C. The Academy rate, as set forth in Schedule "A" will remain in effect during the academy period and until such time as graduation from the academy occurs. After graduation from the academy and immediately upon assuming active duty the probationary (Step 1) salary rate shall commence.
- D. All salaries and rates of compensation as herein stated shall be effective January 1, 2008 except as otherwise indicated. Only those police officers currently on the payroll of the Township of Hanover at the time of adoption of this Ordinance shall receive retroactive salary adjustments, except that police officers who have retired from service on or after January 1, 2008 but prior to the adoption of this Ordinance shall receive retroactive salary adjustments effective January 1, 2008 through the date of retirement. No other exceptions shall be made.
- E. Only those police officers on the payroll of the Township of Hanover on January 1, 2008 shall be entitled to receive the salary adjustment as set forth above.

Section 2: Longevity

- A. In addition to the salaries listed herein, all eligible police officers shall receive longevity payments which shall be paid and included in the employee's base rate of salary based upon years of service in accordance in the following schedule:



1. Beginning with the 5th year of employment: \$300/year
2. Beginning with the 10th year of employment: \$400/year
3. Beginning with the 15th year of employment: \$500/year
4. Beginning with the 20th year of employment: \$600/year

ARTICLE VIII

EMPLOYEE JOB PERFORMANCE EVALUATION SYSTEM

Section 1. Purpose

It is the purpose of the Township to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible professional level.

Section 2. General Guidelines Applicable to all Employees

- A. Notwithstanding the employee performance evaluation procedures set forth herein, all employees shall be formally evaluated at least once a year. It is recommended that the supervising officer sit with the employee six (6) months prior to the date of evaluation to assess the employee's performance.
- B. In accordance with the job performance evaluation procedures set forth below, the Township Committee reserves the right to discipline personnel according to State law.
- C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to insure that the year-end evaluation has a continuous factual record.
- D. It shall be the responsibility of the supervising officer to submit a written job performance evaluation to the Chief of Police at least twenty (20) working days prior to the expiration of the anniversary period. It shall be the responsibility of the supervising officer to conduct the employee job performance evaluation. The job performance evaluation shall include a statement by the supervising officer



indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating, it shall be the responsibility of the supervising officer to notify the Chief of Police of his/her determination.

E. Upon the submission of an unsatisfactory employee job performance evaluation, the respective supervising officer shall submit his/her findings to the Chief of Police. Upon review by the Chief of Police, and finding the submitted evaluation of the employee to be unsatisfactory, remedial action as defined in Section 8 of this Article, will be implemented.

F. An employee receiving satisfactory initial employee job performance evaluation at the conclusion of the anniversary period, shall subsequently be evaluated upon an annual basis prior to his/her anniversary date. The evaluation shall be administered by the supervising officer at least twenty (20) working days prior to the anniversary date.

Section 3. Evaluation Procedure for Employees on Step Guide not at Maximum

A. In the case of an individual hired at Step 1 or above, at least twenty (20) working days prior to the expiration of the anniversary period, it shall be the responsibility of the supervising officer to complete a written job performance evaluation in accordance with the procedures described in Section 4 of this Article VIII. This Job Performance Evaluation shall include a statement by the supervising officer as to whether the employee has performed on a satisfactory or unsatisfactory capacity. In the event an unsatisfactory job performance evaluation is rendered, the Chief of Police shall immediately notify the Township Administrator.



- B. Upon the submission of an unsatisfactory employee job performance evaluation, the respective supervising officer shall submit his/her findings to the Chief of Police.
- C. An employee hired at Step 1 or above does not receive an increment for a one-year period until the anniversary date is reached. Said employee is subject to an annual employee job performance evaluation, which evaluation shall be administered by the supervising officer at least twenty (20) working days prior to the anniversary date. Should the employee receive an unsatisfactory job performance evaluation, it shall be the responsibility of the supervisory officer to report his/her findings to the Chief of Police. Upon review by the Chief of Police, and finding the submitted evaluation of the employee to be unsatisfactory, remedial action as defined in Section 8 of this Article, will be implemented.

Section 4. Evaluation Procedure for Employees at the Maximum Step

- A. Prior to the effective date of any new salary ordinance which provides an adjustment in step for patrolmen, detectives and sergeants, it shall be the responsibility of the Chief of Police to prepare a listing of all those employees who at the time of the ordinance's effective date have reached the maximum step. This list shall be prepared in the last quarter of the prior year and no later than November 30.
- B. Based on the listing of the Chief of Police, supervising officers with employees who are classified at the maximum step shall administer an employee job performance evaluation immediately and no later than December 15 in the year prior to the effective date of any new salary ordinance. If an employee at the



maximum step receives an unsatisfactory job performance evaluation, the respective supervising officer shall submit his/her findings to the Chief of Police. Upon review by the Chief of Police, and finding the submitted evaluation of the employee to be unsatisfactory, remediation as defined in Section 8 of this Article will be implemented.

Section 5. Procedures for Completion of Evaluation Form

A. Since the employee's job performance evaluation is directly related to an individual's anniversary date, the evaluation process must take place within a structured time frame. It shall be the responsibility of the supervising officer to complete and discuss the evaluation with the employee and, in the case of an unsatisfactory performance evaluation, to report his/her findings to the Chief of Police within twenty (20) working days prior to the anniversary date.

1. The evaluation form to be completed by the supervising officer and entitled "The Township of Hanover Police Department Employee Job Performance Evaluation" is attached hereto and made a part of this Agreement as if set forth in full for reference purposes. Please refer to Schedule "D".
2. The Employee Job Performance Evaluation Form shall be completed in the following manner. For each work performance standard or skill set forth on pages 2 and 3 of the Form, the supervising officer shall follow the instructions on page 1. Each standard or skill has been assigned a fixed "relative importance factor", 1, 2 or 3 listed under column "A". The supervising officer will then determine a patrolmen's level of performance

for each standard or skill and place a rating number of 1, 2 3, or 4 beside the standard under column "B". The fixed numerical rating in column "A" will then be multiplied by the rating number in column "B". The end product will then be inserted in column "C" as the weighted evaluation.

The supervising officer will total the fixed relative importance factors under column "A" and the weighted ratings in column "C" and insert the figures in the appropriate boxes on page 3 at the top of the Form which is entitled "Overall Ratings". The column "C" total is then to be divided by the column "A" total to obtain performance score.

B. The following definition constitutes the meaning of satisfactory and unsatisfactory performance.

1. Employees who receive an "Outstanding" score between 4.0 to 3.6 or a "Good" score between 3.5 to 2.5 have attained a "Satisfactory" rating. An employee receiving a "Satisfactory" performance rating means that the employee is making every attempt to do his/her best in performing the required job duties and responsibilities and who may also excel in superior performance in meeting or even exceeding the superior officer's expectations.
2. Employees who receive a "Needs Improvement" score between 2.4 to 1.6 or a "Poor" score between 1.5 to 1.0 have attained an "Unsatisfactory" rating. The "Needs Improvement" and "Poor" ratings equate to a level of performance which may be mediocre or consistently below the requirements of the position. Such a rating means that an employee is



performing below adequate and minimum standards established by the Chief of Police.

3. The four (4) rating definitions under "Satisfactory" and "Unsatisfactory" are as follows:

- a. Outstanding: Employee's performance consistently exceeds the standard; no shortcomings exist; goals and objectives are always met.
- b. Good: Employee's performance meets the standard; shortcomings may exist; goals and objectives are usually met.
- c. Needs Improvement: Employee's performance does not always meet the standard; significant shortcomings are evident; goals and objectives are not always met.
- d. Poor: Employee's performance consistently fails to meet the standard; major shortcomings exist; goals and objectives are not met.

C. Attainment of an "Outstanding" Rating:

As an incentive to achieving an "Outstanding" Job Performance Evaluation, the Township shall grant a "Bonus Compensation Day" to any employee who receives an "Outstanding" rating on his/her annual anniversary date or maximum step Job Performance Evaluation. A "Bonus Compensation Day" is defined as a compensated work day which the employee is entitled to take off, and must be scheduled in advance and, with the prior approval of the

Chief of Police or Captain of Police. "Bonus Compensation Days" are limited to one (1) in any calendar year.

Section 6. Descriptive Evaluation – Supervisor and Employee Comments

- A. Supervising Officer's Comments. Utilizing the space provided on page 3 and 4 of the Employee Job Performance Evaluation Form, the supervising officer shall describe and assess the employee's strengths and weaknesses on the job, and what the employee can do to improve job performance and productivity. The evaluator shall utilize his/her monthly notations on the employee as a tool to complete this section.
- B. On page 4 of the Employee Job Performance Evaluation Form, the employee shall have the option of offering written comments.
- C. If the employee so desires, he/she should note any disagreement with regard to any of the supervising officer's ratings set forth on pages 2 and 3 of the Form.
- D. At the top of page 4 of the Employee Job Performance Evaluation Form, the supervising officer shall complete that portion of the Form entitled "Overall Rating".

Section 7. Employee Review of Advancement Form and Completion of Form Entitled "Advancement/Non-Advancement Certification Form".

- A. After the performance evaluation is completed, the supervising officer shall discuss and review his/her evaluation with the employee. The employee shall be given sufficient time to review the completed form, comment and ask questions.
- B. Following an employee/supervising officer conference and after the notation of any written comments, the employee shall have the option of signing and dating the Job Performance Evaluation Form at the bottom of page 4 on the form

entitled "Advancement/Non-Advancement Certification Form". Signing the form shall not be construed to mean either employee approval or disapproval with the contents of the evaluation but solely to confirm the fact that the employee had the opportunity to review, discuss and comment on the evaluation with his/her supervising officer. Signing both forms is only intended to confirm the fact that the employee had the benefit of reviewing and discussing the evaluation and that he/she is aware of the determination of that evaluation.

C. At the time the employee signs page 4 of the Employee Job Performance Evaluation and the "Advancement/Non-Advancement Certification Form" the supervising officer shall also sign and date the evaluation and certification form in the presence of the employee.

D. Review of evaluations by Chief of Police and Township Administrator.

1. It shall be the responsibility of the Chief of Police to review any unsatisfactory job performance evaluations. The employee shall have the right to meet with the Chief of Police to discuss the results of the evaluation if he/she so desires. If for any reason the overall job rating of an employee is changed and a modification of the salary certification occurs, it shall be the responsibility of the Chief of Police to see that those changes are made.

2. Review by the Township Administrator. It shall be the responsibility of the Chief of Police to review the job performance evaluation as to completeness. The Chief of Police shall sign and date the evaluation and then submit it to the Township Administrator.

- E. If an employee receives a "Satisfactory" rating, the Chief of Police shall complete a separate "Salary Certification Form" for the employee's anniversary date step increment which Form shall be submitted to the Township's Chief Municipal Finance Officer for certification.

Section 8. Remedial Action

In the event that the Township feels that remedial action is necessary based upon an annual evaluation, the following shall apply:

- I. The employee may be advised that a reevaluation will be conducted over the next six (6) months. There will be no other action taken;

or

- II. If the year-end evaluation is unsatisfactory, the employee will be advised that his/her increment is being withheld.

- a. The employee shall be reevaluated in ninety (90) days. In the event that the employee receives a satisfactory evaluation, the withheld increment shall be restored retroactive to the full ninety (90) days.
- b. In the event that the ninety (90) day re-evaluation is still unsatisfactory, the employee shall be reevaluated after another ninety (90) days. In the event that the evaluation is then satisfactory, the increment will be restored but only retroactive to the beginning of the second ninety (90) day period.

c. In the event that there is an unsatisfactory rating after the second ninety (90) day re-evaluation period, the employee shall lose the increment for the entire year.

III. If the recommendation is for withholding an increment for one year, that employee will be one step behind on the salary guide until that person reaches his/her next anniversary date, and receives a satisfactory job performance evaluation, he/she will return to the maximum step.

Section 9. Appeal Process

1. In the event that an employee has been denied a salary increment, the employee has the right to appeal to a Committee of the Chief and Captain. This appeal shall be in writing and shall be submitted to the Chief no later than twenty (20) calendar days after receipt of the evaluation by the employee. A decision will be issued within twenty (20) calendar days of the Chief's receipt of the appeal.
2. If the employee disagrees with the decision of the aforementioned Committee above, the employee has the right to appeal the decision directly to the Township Committee. The appeal shall be in writing and should be sent no later than twenty (20) calendar days from the receipt of the decision from the above Committee. A hearing, if any, will be held within thirty (30) calendar days of receipt of the appeal. A decision will be issued within twenty (20) calendar days of the hearing.
3. If the employee disagrees with the decision of the Township Committee, the employee may request the PBA to file arbitration pursuant to step 4 of the Grievance Procedure. If the PBA seeks to arbitrate the dispute, the PBA shall file such demand

for arbitration and send a copy to the Township no later than twenty (20) calendar days from the date of the decision of the Township Committee.

Section 10

A. The Performance Evaluation Form entitled "Township of Hanover Police Department Performance Evaluation" and the "Advancement/Non-Advancement Certification" form are incorporated herein and made a part of this Agreement as if set forth in full. Schedule "D".

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ARTICLE IX

LEAVE OF ABSENCE – PAID AND UNPAID

Leaves of absence with or without pay for reasons other than sickness or accident shall be in accordance with the following:

A. Service on Election Boards and Campaign Activities

Any officer who works on a Board of Election or as a candidate or campaign worker shall not be paid for absence from his scheduled duties during the time he is engaged in such activities. Time off for such activities may be taken from scheduled duties only upon approval of the Chief of Police, provided, however, scheduled time off shall not be granted if an officer is a candidate or campaign worker.

B. Military or Naval Duty

Leaves of absence will be granted to regular officers who are members of the National Guard, Naval Militia, or one of the reserve components of the Armed Forces, for field training duty and emergency service authorized and conducted by the various branches of the Military or Naval Services.

The leaves of absence will be granted with credit for time, with eligibility to all benefits, and with eligibility to sickness benefits if, at the termination of the leave, the officer is unable, on account of disability, to return to duty.

The officer shall make formal written request through the Chief of Police to the Township Committee immediately upon receipt of orders.

The officer shall submit a copy of the Military Order to the Chief of Police, unless such order is of classified nature. The officer, upon return from duty, shall submit a certificate showing the dates of participating in the training program.

C. **Payment for Training**

Payment for training duty shall be in accordance with the appropriate state statutes applying to the various types of military training duties.

D. **Personal Leave**

For police officers, sergeants and detectives, a maximum of twelve (12) hours of the annual compliment of ninety-six (96) hours of sick leave may be taken annually as personal leave. Personal leave shall not accumulate from year to year. Such personal leave may only be taken with the prior approval of the Chief of Police. Police officers, sergeants and detectives shall receive twelve (12) hours personal leave annually not charged to sick leave accruals. The scheduling of such personal leave may only be done with the prior approval of the Chief of Police. Personal leave shall not accumulate from the year to year. The Chief of Police has the sole discretion to grant or deny personal leave requests for the conduct of essential personal business. All requests for personal leave must be made in advance of the requested day, except in an emergency.

E. **Sick Leave**

Eligible employees shall accumulate sickness disability leave at the rate of eight (8) hours per month commencing with the first full calendar month of employment to a maximum of ninety-six (96) work hours per year.

F. **Funeral Leave**

Officers shall be entitled to three (3) working days off with pay upon the death of a spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, and the maternal and/or paternal grandparent of the officer and his or her spouse. This absence will be permitted for funeral and funeral arrangements and shall be taken within one (1) week. However, should it be necessary to extend the funeral leave into a second week, the officer shall be required to obtain the prior approval of the Chief or his designee.

G. **Terminal Leave**

The policy of terminal leave shall apply only to regular full-time employees retiring on service or disability pensions.

In case of discharge, dismissal, or voluntary leaving of the Township's employ, no terminal leave will be granted.

Terminal leave with full pay computed at the employee's basic daily wage rate at the time of retirement shall be paid in accordance with the following schedule, for those employees hired before January 1, 2004, who have accrued sick leave:

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**Accrued Sick Leave at
Time of Retirement**

Termination Allowance

408 to 600 hours

12 hours pay for each full year of service

208 to 400 hours

8 hours pay for each full year of service

8 to 200 hours

4 hours pay for each full year of service

In no event shall the termination allowance in the table above exceed six hundred (600) hours pay full day's pay.

The following terminal leave allowance shall be applicable to all employees hired on or after January 1, 2004 and to all incumbent employees hired before January 1, 2004, with no accrued sick leave days as of December 31, 2003.

**Accrued Sick Leave at
Time of Retirement**

Termination Allowance

1608 hours and above

16 hours pay for each full year of service

1208 to 1607 hours

12 hours pay for each full year of service

808 to 1207 hours

8 hours pay for each full year of service

408 to 807 hours

4 hours pay for each full year of service

0 to 407 hours

No termination allowance

In no event shall the termination allowance in the table above exceed one thousand six hundred and eight (1,608) hours pay full day's pay.

ARTICLE X

UNIFORMS AND UNIFORM ALLOWANCE

Section 1

The Employer shall pay all bargaining unit members a clothing allowance of \$750 for 2008. Payments shall be made against this allowance only upon submission of approved vouchers describing the clothing to be purchased, which must be appropriate for the duties performed pursuant to specifications established by the Chief of Police. Upon actual purchase of clothing, itemized receipts must be presented promptly to the Township Administrator.

Section 2

With the exception of the shirts, trousers, uniform cap and ties which cost to the Township shall not exceed the amount specified in Section 1 above per bargaining unit employee, the employer shall also provide to patrolmen, sergeants and detectives, all other necessary materials for patrolmen, sergeants and detectives to perform the duties required of them as a result of normal wear and tear or damage in the line of duty.

With regard to the uniform allowance, it shall be the responsibility of the Chief of the Police Department to establish appropriate specifications for the uniform which must be conformed to and met by the items of clothing purchased by each patrolman, sergeant and detective. Upon actual purchase of clothing, an itemized receipt must be presented promptly to the Chief of Police.

Section 3

Each officer shall receive a Uniform Maintenance Allowance of \$300.00 for each calendar year which allowance shall be paid in two (2) equal installments on June 1 and December 1. Said Allowance shall be prorated for new hires.

Employees must be employed from January 1st through June 30th to receive a full payment on June 1st, and must be employed from July 1st through December 31st, to receive a full payment on December 1st. However, employees who resign from employment prior to June 30th or December 31st shall receive payments prorated, on a monthly basis, from the date of hire, to June 30th or December 31st, as the case may be. Proration as described above shall be calculated from the first day of the month, following the date of employment to the last day of the month, prior to the date of termination. Thus, proration can be done on the basis of full months of employment in either the case of termination or hire.

ARTICLE XI

INSURANCE AND RETIREMENT

Section 1

The employer shall continue to pay the premiums for the members of the bargaining unit covered under the North Jersey Employee Benefits Fund and the Police and Firemen's Retirement System. It is understood and agreed that the benefits provided under the New Jersey Municipal Employee Benefits Fund will be in accordance with what is now known as the Hanover Choice 250 Plan (formerly the Select Plan) and now the Hanover Choice 20 Plan (formerly the Select 5 Plan. Health benefits coverage is detailed in the Township of Hanover's Plan Document dated January 10, 2007 entitled "Plan Document and Summary Plan Description for North Jersey Municipal Employees Benefits Fund."

Section 2

The Township shall solely bear the premium costs for 2008 including any increase in such premium costs. Dental insurance coverage shall be provided as set forth in the contract of insurance.

It is further understood and agreed that the dental insurance coverage provided under the North Jersey Municipal Employee Benefits Fund will duplicate and equal all of the benefits made available under the dental insurance coverage formerly provided through the Township as it existed on December 31, 1994. Dental benefits coverage through the New Jersey Municipal Employee Benefits Fund are attached to this Agreement as Schedule "B".

Section 3

To be eligible to receive health insurance benefits upon retirement, any employee hired on or after January 1, 2001, and retiring in accordance with the provisions of the Police and Firefighters Retirement System, following twenty-five (25) years of continuous service, must complete at least twenty (20) of the twenty-five (25) years of continuous service with the Township of Hanover. Periods of suspension, approved leaves of absence or periods of disability/medical leave shall not be deemed to break "continuous service". Only time for which pension payments have been made shall be credited toward the continuous service requirement.

Section 4

Effective January 1, 2005, retiree health benefits will extend to employees retiring pursuant to an accidental disability retirement as determined by the Police and Firemen's Retirement System Board until enrollment into Medicare at which time the Township's coverage shall be secondary.

ARTICLE XII

EDUCATION

All employees covered by this Agreement are eligible to participate in the Township's college Tuition Aid Reimbursement Plan and Policy.

Any police officer satisfactorily completing a job related undergraduate or graduate college course, in accordance with the requirements of Section 61-27 of the Code of the Township, will be eligible to receive tuition aid reimbursement up to a maximum of \$600.00 per semester and not to exceed \$1,200.00 in any one calendar year.

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ARTICLE XIII

COMPENSATION UPON PROMOTION

Any officer appointed, designated or promoted to Detective or Sergeant will receive compensation in accordance with the pay schedule for the higher rank from the date of appointment. Terms of this Article are subject to the provisions of Article VIII, Employee Job Performance Evaluation System.

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ARTICLE XIV

ASSOCIATION ACTIVITIES

Section 1

It is agreed that one (1) Association State PBA delegate shall be entitled to attend one (1) monthly meeting of the State PBA for one (1) day without loss of pay, provided such meetings are related to promoting public safety.

Section 2

One (1) delegate and two (2) alternate delegates shall be permitted to attend the annual State PBA Convention without loss of pay for a maximum of three (3) days provided the Convention is related to promoting public safety. If the convention site is beyond a radius of one thousand (1000) miles from the Township, up to two (2) additional days with pay shall be permitted for travel time, if required.

Section 3

In order to maintain harmony and minimize friction between the parties, the President of the Association or his designee shall be permitted to service officers on matters covered by this Agreement provided such efforts do not unreasonably interfere with the President's own duties as an officer or the operation of the Department.

Section 4

No member of the bargaining unit or officer of the Association shall be discriminated against because of his membership in, or lawful activity on behalf of, the Association.

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ARTICLE XV

MAINTENANCE OF STANDARDS

Section 1

It is agreed that those rights, privileges and benefits that were regularly exercised which the officers covered by this Agreement enjoyed prior to the date of this Agreement are retained by the officers except as those rights, privileges and benefits are specifically modified by this Agreement.

Section 2

It is agreed that this Article shall not infringe upon the regulatory or legal obligations of individual officers, shall not be construed to impose criminal or civil liability upon the Township, and shall not impose an unreasonable burden upon the operation of the Police Department.

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ARTICLE XVI

DURATION

This contract shall become effective at 12:01 a.m., January 1, 2008, and shall continue in full force and effect until Midnight, December 31, 2008.

The parties shall begin negotiations for a new Agreement not prior to October 1 of the year in which this Agreement expires, upon written notice by either party to the other.

Signed and sealed this 19 day of December 2008 ^{en}

ATTEST

Joseph A. Giorgio 12/20/07

Joseph A. Giorgio, R.M.C.
Business Administrator/Township Clerk

TOWNSHIP OF HANOVER

Ronald Francioli

Ronald Francioli, Mayor

ATTEST

David Littman

David Littman, Treasurer

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 128,
N.J.P.B.A.

Christopher Martino

Christopher Martino, President

SCHEDULE "A"

PBA SALARY GUIDE

PATROLMEN, DETECTIVES AND SERGEANTS

The following annual wage schedule by job classification in the Police department for current police officers shall be as hereinafter specified and shall be payable on an annual basis over twenty-six (26) pay periods:

STEP (classifications)	EFFECTIVE 1/1/08
ACADEMY	26,888
STEP 1	46,389
STEP 2	51,988
STEP 3	57,587
STEP 4	63,187
STEP 5	68,786
STEP 6	74,386
STEP 7	85,963
DETECTIVE	91,894
SERGEANT STEP 1	94,172
STEP 2	96,450
STEP 3	98,730

SCHEDULE "B"

DENTAL PLAN

Co-Payment - Preventative and Diagnostic: Remaining Basic Services: 100%

Prosthodontic Benefits: 70/30

Prosthodontic Benefits: 50/50

(including crowns, inlays and gold restorations)

The maximum amount payable by the dental carrier for the above dental services provided to an eligible patient in any calendar year is \$1,000.00.

There will be a \$25.00 deductible per patient per calendar year which is not applicable to Preventative and Diagnostic Services. There is a \$75.00 Family Maximum aggregate deductible which is not applicable to Preventative and Diagnostic Services.

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SCHEDULE "C"

EMPLOYEE JOB PERFORMANCE EVALUATION

SCHEDULE C HAS BEEN DELETED IN ITS ENTIRETY AS A RESULT OF THE CITATION TO THE HEALTH PLAN DOCUMENT DESCRIBED ON PAGE 39 OF THIS AGREEMENT. A NEW SCHEDULE C FOR EMPLOYEE JOB PERFORMANCE EVALUATION BEGINS ON THE SUCCEEDING PAGE.

Township of Hanover
Performance Evaluation
Police Department

Schedule C

Employee Name	Employee Social Security Number
Rank	Date of Hire
Type of Evaluation () Annual () Introductory () Reevaluation	Evaluation Due Date

Rating Scale

<u>Outstanding</u>	<u>Good</u>	<u>Needs Improvement</u>	<u>Unsatisfactory</u>
4.0 – 3.6	3.5 – 2.5	2.4 – 1.6	1.5 – 1.0

Rating Scale Guidelines

- Outstanding:** Employee's performance consistently exceeds the standard; no shortcomings exist; goals and objectives are always met.
- Good:** Employee's performance meets the standard; shortcomings may exist; goals and objectives are usually met.
- Needs Improvement:** Employee's performance does not always meet the standard; significant shortcomings are evident; goals and objectives are not always met.
- Unsatisfactory:** Employee's performance consistently fails to meet the standard; major shortcomings exist; goals and objectives are not met.

Relative Importance Factor

Critical	Important	Marginally Related
3	2	1

Performance Evaluation

Outstanding	Good	Needs Improvement	Unsatisfactory
4	3	2	1

Instructions

- The relative importance factor is in column A (1, 2 or 3).
- Determine the level of performance for each standard and place in column B the corresponding rating number (1, 2, 3, 4).
- Multiply the importance factor in column a by the performance factor in column B and insert the product in column C as the weighted evaluation.
- Total the importance factors in column A and the weighted evaluations in column C and place those figures in the appropriate boxes in the **Overall Ratings** section on the back of this form.
- Divided the column C total by the column a total to obtain the performance score.
- Assign a **Performance Rating** based on the **Rating Scale** above.

Evaluation of Work Performance Skills

A	B	C	Evaluation of Work Performance Skills
3			<p><u>Job Knowledge</u> Understanding the fundamentals, methods, procedures, laws of the position in order to satisfactorily perform the work.</p>
3			<p><u>Thoroughness and Accuracy</u> Attention to detail, completeness of investigations, reports and other responsibilities connected with job responsibilities.</p>
3			<p><u>Initiative and Drive</u> Self-confident, ambitious, enthusiastic performance of responsibilities with a minimum of instruction, desire to attain goals, to achieve.</p>
2			<p><u>Creativity</u> Talent for having new ideas, for finding new and better ways of doing things and bringing these ideas to the department's attention; imaginative.</p>
2			<p><u>Expression of Information and Ideas</u> Possess the skills and ability to communicate thoughts and ideas orally and in writing.</p>
3			<p><u>Job Attitude</u> Willingness and desire to execute all duties, responsibilities and assignments, and to follow procedures.</p>
3			<p><u>Effectiveness Under Stress/Stability</u> Ability to withstand pressure and to remain calm in crisis or stressful situations. Ability to remain calm and professional in the performance of the job.</p>
3			<p><u>Overall Quality of Work</u> General assessment, including arrests, reports, presentations and submissions.</p>
3			<p><u>Absenteeism</u> Absent from work: absence and sick occurrences: 0 or 1=Outstanding; 2 or 3=Commendable; 4 or 5=Good; 6 or 7=Needs Improvement; 8 or more=Unsatisfactory.</p>
2			<p><u>Supervisory Input</u> Responds to supervisory input in a positive manner. Views feedback as an opportunity to improve performance.</p>
2			<p><u>Effectiveness with others</u> Ability of individual to cooperate with others in successfully completing investigations and assignments. Others include but are not limited to: co-workers, other departments within the Township, other agencies and departments outside the Township.</p>
2			<p><u>Dependability</u> Ability of employee to successfully complete job functions and assignments with a minimum of supervision. Observance of work hours. Reporting to work on time (relieving shifts). Observing and conforming to lunch and break times.</p>
3			<p><u>Contact with Public</u> Treats public with respect and courtesy. Presents self in a professional manner. Handles citizen complaints and problems in a courteous and polite fashion.</p>
2			<p><u>Judgment in coping with problems</u> Ability to weigh the facts and circumstances and, coupled with knowledge of the job, be able to make sound judgments and decisions</p>
3			<p><u>Reliability</u> Dependable, always available to assist, concerned about fellow workers.</p>
2			<p><u>Personal Appearance</u> Uniform: Clean and neat, always looks fresh and neat in appearance. Continually conforms to the department's procedures concerning manners of dress.</p>

OVERALL RATING

Total Column C	:	Total Column A	=	Performance Score	Performance Rating

Supervisor's Remarks	Employee's Remarks
This appraisal has been discussed with the Employee	This appraisal has been discussed with me
Date: Supervisor:	Date: Employee:
This appraisal has been reviewed by:	
Date: Division Commander:	Date: Department Head:

PART IV – Recommendation for Advancement in Step and Salary Increment

An unsatisfactory rating and denial of an increment or an annual adjustment increment for Step 5 (Civilian) employees shall require the administration of a follow-up evaluation after a 60-day or 90-day period following the date of this evaluation.

A. Probationary Advancement

B. Anniversary Date Increment

Salary Increase:

Salary Increase:

Recommended _____
Not Recommended _____

Recommended _____
Not Recommended _____

From: Group _____ Step _____

From: Group _____ Step _____

To: Group _____ Step _____

To: Group _____ Step _____

A-1: Follow-Up Evaluation on _____

B-1: Follow-Up Evaluation on _____

Recommended _____
Not Recommended _____

Recommended _____
Not Recommended _____

C. Evaluation for Increment at Step 5 based on Annual Salary Guide Adjustment

Recommended _____

Not Recommended _____

C-1. Follow-up Evaluation on _____

Recommended _____

Not Recommended _____

Part V – Employee Review

I certify that this performance evaluation was discussed and reviewed with me by my supervisor. I also understand that my signature does not indicate my approval or disapproval of the evaluation.

Employee's Signature: _____

Date: _____

Department Head's Signature _____

Date: _____

Reviewed by:

Township Administrator: _____

Date: _____

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