

RESOLUTION #61-1987

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF EAST HANOVER APPROVING THE EXECUTION OF A TWO YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP AND THE DEPUTY CHIEF OF POLICE AND CAPTAINS OF THE POLICE DEPARTMENT

WHEREAS, the Township Committee has entered into negotiations for the purpose of arriving at a satisfactory collective bargaining agreement between the Township and the Deputy Chief of Police and the Captains of the Police Department, also referred to as the Superior Officers; and

WHEREAS, the Township and the Deputy Chief and Captains have arrived at a satisfactory agreement which has been reduced to writing, a copy of which agreement, covering the period from January 1, 1987 through December 31, 1988, is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of East Hanover that the Mayor and Township Clerk are authorized to execute said agreement on behalf of the Township, said agreement being hereby approved and authorized by the Township Committee.

TOWNSHIP OF EAST HANOVER



KENNETH OLSEN, Mayor

ATTEST:


EDITH JACQUIN, Clerk

I, Edith Jacquin, hereby certify this is a true copy of a resolution adopted by the Township Committee of the Township of East Hanover at a regular meeting held March 5, 1987.


Township Clerk/Administrator

AGREEMENT

between

THE

TOWNSHIP OF EAST HANOVER

and

THE

DEPUTY CHIEF OF POLICE

and

CAPTAINS OF POLICE

OF THE

TOWNSHIP OF EAST HANOVER POLICE DEPARTMENT

JANUARY 1, 1987 through DECEMBER 31, 1988

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PREAMBLE

This Agreement made and entered into this day of between the TOWNSHIP OF EAST HANOVER, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "Township" or "Employer"), and the DEPUTY CHIEF and CAPTAINS of the East Hanover Police Department (hereinafter referred to as "Deputy Chief" and "Captains"), represents the complete and final understanding on all bargainable issues between the Township, Deputy Chief and Captains and is designated to maintain and promote a harmonious relationship between the Township, Deputy Chief and Captains, in order that more efficient and progressive public service may be rendered.

W I T N E S S E T H

WHEREAS, the Township, Deputy Chief and Captains recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township, Deputy Chief and Captains have been engaged in ongoing contract negotiations; and

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

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

ARTICLE I - GENERAL PROVISIONS

A. Declaration

For purposes herein, the Deputy Chief and Captains shall be considered to have been full-time members of the East Hanover Police Department effective the first day of January of the calendar year in which they were appointed. All compensation based on years of service as herein provided, shall be calculated from said dates.

B. Definitions

Compensation - The total of salary, longevity, holiday and education pay, earned by the Deputy Chief and/or Captains when they work the full normal working time for their position, and upon which their respective pension contribution calculations are based. The base salary for pension purposes. (See Article XV)

Salary - The fixed portion of compensation upon which holiday and longevity pay are calculated.

ARTICLE II - SALARIES

<u>TITLE</u>	<u>1987</u>	<u>1988</u>
A. Deputy Chief Jim	\$45,226	\$47,713 + 1,100
B. Captains Stan	41,504	43,787 + 1,100

ARTICLE III - OVERTIME

The Deputy Chief and Captains shall be entitled to compensatory time for all time worked in excess of forty (40) hours per calendar week at the discretion of the Chief.

ARTICLE IV - Holidays

A. The Deputy Chief and Captains shall be paid for fourteen (14) holidays per year payable in one lump sum equal to one hundred sixty-eight (168) times their regular hourly rate. This compensation will be paid to all members without regard to actual number of holidays worked.

B. The Holidays observed are as follows:

- | | |
|-----------------------------------|--------------------------|
| (1) New Years 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) Veterans Day |
| (6) Easter Sunday | (13) Thanksgiving |
| (7) Memorial Day | (14) Christmas Day |

C. Holiday pay will be payable in two (2) equal installments payable on June 1 and December 1 of each year.

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advised
administrative*

*delete
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ARTICLE V - VACATIONS

The Deputy Chief and Captains shall each be entitled to six (6) weeks vacation in each calendar year. Upon death, retirement or termination of employment for any reason, there shall be paid to each, or to his estate, a sum equal to one (1) day pay for each accumulated unused vacation day.

ARTICLE VI - PERSONAL LEAVE

The Deputy Chief and Captains shall be entitled to personal leave in accordance with the following:

- A. Marriage - Five (5) working days.
- B. Death of Family - Father, mother, grandfather, grandmother, 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,

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the household, or grandparent of spouse, day of burial only.

The Chief shall have full authority to grant special consideration in unusual cases not covered by the above.

- C. Personal Reason Days - In unusual or emergent circumstances, the Chief may, at his discretion, grant additional days off with no loss in pay or infringement on other benefits.

ARTICLE VII - UNIFORMS AND EQUIPMENT

The Deputy Chief and Captains shall receive a yearly allowance for replacement of worn clothing and equipment as follows:

	<u>1987</u>	<u>1988</u>
	\$1,150	\$1,250

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1,350

ARTICLE VIII - EDUCATION INCENTIVE

In addition to the salary and other benefits incorporated in this Agreement, the Deputy Chief and Captains shall receive in each calendar year, the sum of twenty (\$20.00) dollars for each credit hour accumulated and satisfactorily completed in a recognized institution of higher education leading to a degree in the field of Criminal Justice or Public Administration. Officers attaining a BS Degree shall receive an additional \$850.00 per year.

ARTICLE IX - COURT TIME

The Deputy Chief and Captains shall each be reimbursed at their regular hourly rate for time expended in any court due to a case arising out of, or connected with, their official positions in the Police Department.

ARTICLE X - HEALTH AND LIFE BENEFITS

The Township shall provide the following fully paid benefits for the Deputy Chief and Captains and their respective families.

A. Health and Medical Benefits

- add
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Chap 88
P.L.
1974*
- (1) A comprehensive Blue Cross/Blue Shield policy with Rider J or its equivalent.
 - (2) A comprehensive Major Medical Policy.
 - (3) Adoption of provisions of Chapter II, P.L. 1974 whereby the Township will pay the costs of continuing coverage of Blue Cross/Blue Shield, or its equivalent, Major Medical and all other benefits received for pensioners and their dependents.
 - (4) In the event of the death of the Deputy Chief or Captains, the Township will pay the costs of continuing coverage for the decedent's surviving spouse until he or she remarries, and for all eligible children subject to the same limitations as would be applicable had the decedent continued in active employment.

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imp. resolution*

B. Life Benefits

A life insurance policy equal to three times his annual salary.

C. Dental Health Benefits

- (1) A dental health plan providing for the following minimum benefits as defined in New Jersey Dental Health Service Plan "IV Comprehensive A":
 - a. Preventive & Diagnostic - 100%
 - b. Basic - 90/10
 - c. Prosthodontic - 70/30
 - d. Deductible - None
 - e. Maximum Per Patient Per Year - \$1,500.
 - f. All pre-existing conditions - Full coverage.
- (2) The following additional benefits:
 - a. Special Orthodontic \$1,000. maximum/case - 50/50
 - b. Surgical Peridontal - 90/10

D. Long Term Disability Insurance

An insurance policy that will provide for long term disability with a 180 day elimination period.

E. Short Term Disability Insurance

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

F. An Eye Care plan as approved by the Township of East Hanover.

G. Prescription Drug Benefit

A prescription drug plan that provides a \$2.00 co-pay with the remainder of the cost to be covered by the prescription program, including contraceptives.

ARTICLE XI - WORK SCHEDULE

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

ARTICLE XII - LONGEVITY

The Deputy Chief and Captains shall receive longevity pay equal to two percent (2%) of their annual salary based on each four (4) years of continuous employment up to a maximum (20) years of continuous employment.

ARTICLE XIII - TERMINAL LEAVE

Upon application for retirement, the Deputy Chief and Captains shall each 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 his retirement, and he shall not be required to report for, or to perform any police duties during this period.

ARTICLE XIV - SICK LEAVE

A. The Deputy Chief and Captains shall each be entitled to accumulate one and one-quarter (1 1/4) working days of sick leave with pay for each completed month of service. This sick leave is to be used only in times of illness.

B. Credit for service prior to this Agreement shall be based upon records maintained by the Chief.

C. Upon retirement or permanent separation from service, the Deputy Chief and Captains shall each be entitled to one-half (1/2) day of pay at his regular 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.

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add
payable
in one
lump sum
at retirement

ARTICLE XV - MODE OF COMPENSATION

The Deputy Chief and Captains shall be paid as set forth in Option I or II below, with the choice of said Option being vested in sole discretion of the individual.

A. Option I

1. The total of all compensation for each year defined in ARTICLE IB, Compensation, shall be payable bi-weekly in equal amounts and be considered the base salary for pension purposes.
2. Uniform allowance shall be payable once each year by separate check.

B. Option II

1. The total of salary (as defined in ARTICLE IB, Salary) and longevity (as defined in ARTICLE XII) shall be payable bi-weekly in equal amounts and considered the base salary for pension purposes.
2. Clothing allowance, holiday pay, and education incentive shall be paid by separate checks not subject to a pension deduction.

ARTICLE XVI - LIABILITY PROVISIONS

Whenever any civil action is brought against the Deputy Chief and/or Captains based on his/their official capacity as the Deputy Chief of Police and/or Captains of Police, the Township of East Hanover shall defray all costs of defending such action, if any, including attorneys' fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

ARTICLE XVII - TERM

This Agreement, shall be in full force and effect from January 1, 1987 through December 31, 1988. If any party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of this Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify the Agreement shall furnish to the other party within fifteen (15) days after notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

ARTICLE XVIII - MEANINGS

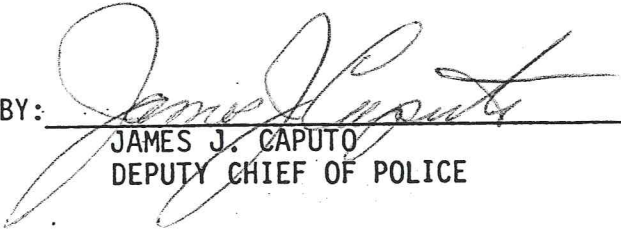
As used in this Agreement, the singular number shall include the plural and vice-versa.


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

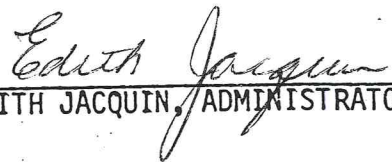
DEPUTY CHIEF AND CAPTAINS OF
POLICE OF THE EAST HANOVER POLICE
DEPARTMENT

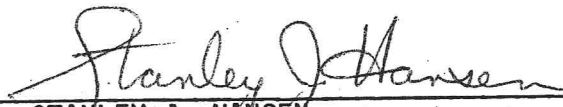
MAYOR AND TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF EAST HANOVER

ATTEST:

BY: 
JAMES J. CAPUTO
DEPUTY CHIEF OF POLICE

BY: 
KENNETH OLSEN, MAYOR

BY: 
EDITH JACQUIN, ADMINISTRATOR

BY: 
STANLEY J. HANSEN
CAPTAIN OF POLICE