

P. 60
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A G R E E M E N T

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, 1993 through December 31, 1994

W I T N E S S E T H

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: Department of Administration

April 27, 1993

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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 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. No extra compensation or compensating time off will be granted for the extra time worked in connection with these activities.

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 schedule 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.

It is further agreed that no member of the bargaining unit shall be required to stand by on his scheduled time off without additional compensation. In the event of an emergency requiring additional personnel, the Chief of Police or his designated representative shall call in such personnel who are available for extra, non-scheduled duty. Those officers

reporting for duty under such conditions shall be paid at the regular overtime rate for all such hours worked but not less than three hours.

Section 4:

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 the 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, 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 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 mutually agreed panel of not more than five or less than three qualified arbitrators. This panel shall be selected by the Employer and the Association from a list of ten (10) names of qualified arbitrators obtained from the New Jersey State Mediation Service. Whenever feasible, arbitration shall be conducted by selected arbitrators on a rotating basis.

At the request of either party, a three-man panel of arbitrators may be used to be made up of one member selected by the Employer, one member selected by the Association and the third neutral member from the panel already named.

The power of the arbitrator or panel of arbitrators 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 the Article IV hereof. The arbitrator or panel of arbitrators shall be limited to his or its 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 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 P.B.A. 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 or majority of the three-man panel, if used, 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 days.
- C. Officers engaged or re-engaged prior to October 1 of the preceding year - ten days.
- D. Officers who have completed 1 through 5 years of credited service - 10 days per year.
- E. Officers beginning with the 6th year through completion of the 9th year of credited service - 15 days per year.
- F. Officers beginning with the 10th year through completion of the 14th year of credited service - 20 days per year.
- G. Officers beginning with the 15th year of credited service shall receive 20 days per year plus one day for each year of credited service over 14 years to a maximum of 25 days per year.
- H. Officers shall not begin the first week of vacation prior to the completion of at least six 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 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 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 Fire 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. In lieu of holidays, however, the following procedures shall apply as described below.

Section : Payments in Lieu of Holidays

A. For those patrolmen, sergeants and detectives having completed twenty (20) years of service or less, these officers shall be entitled to cash payments. The payments will be made by separate payroll check at the regular straight time hourly rate in effect for him at the time payment is made:

1. Payment for fifty two (52) hours on June 1.
2. Payment for fifty two (52) hours on December 1.

B. Those officers entitled to the payment schedule referred to in paragraph "A" above must be employed from January 1 through June 30 to receive a full payment on June 1, and must be employed from July 1 through December 31 to receive a full payment on December 1. Officers, however, who resign from employment prior to June 30 or December 31 shall receive payment prorated on a monthly basis from January 1 or July 1 as the case may be to the date of termination. Proration, as described above, shall be calculated from the first day of the month following the date of employment, and to the last day of the month, prior to the date of termination. Thus, proration shall be done on the basis of full months of employment in either the case of termination or engagement.

C. Effective January 1, 1993, payment in lieu of holidays shall be calculated as part of the base salary for patrolmen, sergeants and detectives having completed more than twenty (20) years of service in the Police and Firefighters Retirement System. This shall eliminate a separate payment in lieu of holidays as the combined payment shall constitute wages for such eligible employees.

The computation of payments in lieu of holidays are reflected in the base salary Step classifications for patrolmen, sergeants and detectives as set forth under Article VII entitled "Wages".

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. With the adjustment, effective January 1, 1993, the annual salary for the positions of patrolman, sergeant and detective shall be increased by 4.5% above the current 1992 salary guide.

B. Effective January 1, 1993, the annual salary for probationary patrolman shall be \$26,206.00. Effective January 1 1994, the annual salary for probationary patrolman shall be increased 3% beyond the January 1, 1993 base salary to \$26,991.00. Subsequently, on July 1, 1994, the annual salary fo probationary patrolman shall again be increased 3% beyond the January 1, 1994 base salary to \$27,799.00.

Upon initial appointment to the Police Department, a patrolman shall remain at his/her starting salary for one (1) year. 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 calendar years 1993 and 1994. Thereafter, step advances shall occur on the anniversary date of employment of a patrolman as is the normal practice under the Police Department' Salary Ordinance.

C. All salaries and rates of compensation as herein stated shall be effective January 1, 1993 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, 1993 but prior to the adoption of this Ordinance shall receive retroactive salary adjustments effective January 1, 1993 through the date of retirement. No other exceptions shall be made.

D. Effective January 1, 1994, the annual salaries for the positions of patrolman, sergeant and detective shall be increased 3% beyond the January 1, 1993 salaries for each position. Subsequently, on July 1, 1994, the annual salary-for patrolman, sergeant and detective shall again be increased 3% beyond the January 1, 1994 salaries for each position.

Only those police officers on the payroll of the Township of Hanover on January 1, 1994 and July 1, 1994 shall be entitled to receive the salary adjustments as set forth above.

Section 2. Longevity:

In addition to the salaries listed herein, all eligible police officers shall receive longevity payments which shall be paid ar

ARTICLE VIII

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

A maximum of two (2) of the annual compliment of twelve (12) sick leave days may be taken annually as personal days. 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. Effective January 1, 1992, police officers, sergeants and detectives shall receive one (1) personal leave day 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 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 one day per month commencing with the first full calendar month of employment to a maximum of twelve (12) work days per year. The accrued sick leave shall accumulate to a maximum of seventy-five (75) days, if not taken during the calendar year.

F. Funeral Leave

All officers shall be entitled to three (3) working days off with pay upon the death of a spouse, children, mother, father, mother-in-law, father-in-law, sisters, brothers, 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 consecutively.

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.

Terminal Leave

<u>Accrued Sick Leave at Time of Retirement</u>	<u>Termination Allowance</u>
51 to 75 Days	1.5 full day's pay for each full year of service
26 to 50 Days	1 full day's pay for each full year of service
1 to 25 Days	0.5 full day's pay for each full year of service

In no event shall the termination allowance in the table above exceed seventy-five (75) full day's pay.

ARTICLE IX

UNIFORMS & UNIFORM ALLOWANCE

Section 1:

The Employer shall pay Detectives a clothing allowance of \$400.00 for the calendar year 1993 and \$400.00 for calendar year 1994. Payment 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 Township Administrator.

Section 2:

With the exception of the shirts, trousers, uniform caps and ties which cost to the Township shall not exceed \$400.00 per employee per year, the Employer shall also provide all other necessary uniform items, equipment, badges, firearms and such other necessary materials for officers 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 uniform clothing allowance in the amount of \$400.00 per employee per year, 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 officer. Upon actual purchase of clothing, an itemized receipt must be presented promptly to the Township Administrator.

Section 3:

Effective January 1, 1993, each officer shall receive a Uniform Maintenance Allowance of \$250.00 per year which allowance shall be paid in two equal installments on June 1 and December 1. Said Allowance shall be prorated for new hires as in the case of Payments in Lieu of Holidays. See Article VI, Section 2, above.

ARTICLE X

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 Municipal Employee Benefits Fund and the Police and Firemen's Retirement System. It is understood and agreed that the benefits provided under the North Jersey Municipal Employee Benefits Fund will duplicate and equal all of the benefits made available under the State Health Benefits Plan as it existed on December 31, 1992.

Section 2. Effective January 1, 1986, a dental plan shall be established with coverage comparable to that shown on Schedule B attached hereto. The Township shall solely bear the premium costs for 1993 and 1994, including any increase in such premium costs, notwithstanding the provisions of the 1987-1988 Collective Bargaining Agreement, Article X, Section 2. 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, 1992. Dental benefits coverage through the New Jersey Municipal Employee Benefits Fund are attached to this Agreement as Schedule "B".

ARTICLE XI

EDUCATION

Employees currently receiving college credit payments as set forth on the attached Schedule, which is appended hereto and made a part hereof as Schedule "C" shall continue to receive said college credit payments during the term of this Agreement. Said employees, however, will be eligible to participate under the Township's College Tuition Aid Reimbursement Plan as described below.

The Township of Hanover adopted a policy and procedure governing tuition aid to civilian employees on December 11, 1975. The Township and the Collective Bargaining Unit mutually agree that the tuition aid reimbursement plan should be extended to all eligible police officers. It is understood and agreed that in order to receive tuition reimbursement, an officer must attain a grade level of "C" or better in any job related course of study.

An eligible officer satisfactorily completing a job related college course shall be reimbursed up to a maximum of \$300.00 per semester and not exceeding \$600.00 in any one (1) calendar year. In order to qualify for reimbursement, an eligible officer must comply with all of the Township's rules, regulations, and guidelines for tuition aid as described in the "Hanover Township Tuition Aid Plan and Policy" including "Forms and Routing Procedure" which final drafts are dated November 13, 1975 and approved and adopted by the Township Committee on December 11, 1975.

A copy of the December 11, 1975 resolution, the November 13, 1975 Final Drafts and the Application and the Certification of Satisfactory Completion are incorporated herein and made a part of this Agreement as Schedule "D".

ARTICLE XII

COMPENSATION UPON PROMOTION

Any officer promoted to Detective, Sergeant or Detective Sergeant will receive compensation in accordance with the pay schedule for the higher rank from the date of appointment.

ARTICLE XIII

ASSOCIATION ACTIVITIES

Section 1.

It is agreed that one (1) Association State P.B.A. delegate shall be entitled to attend one (1) monthly meeting of the State P.B.A. 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) alternative delegates shall be permitted to attend the annual State P.B.A. 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.

ARTICLE XIV

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.

ARTICLE XV

DURATION

This contract shall become effective at 12:01 a.m., January 1, 1993, and shall continue in full force and effect until Midnight, December 31, 1994.

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 day of , 1993.

TOWNSHIP OF HANOVER

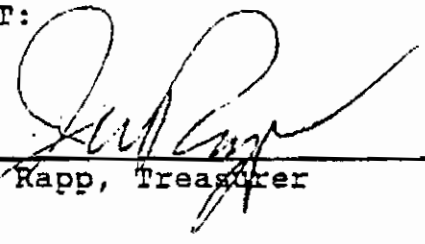
ATTEST:

S.C. Iannaccone, Mayor

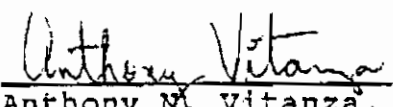
Joseph A. Giorgio, Township Clerk

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

ATTEST:



James Rapp, Treasurer



Anthony N. Vitanza, 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 having completed twenty (20) years of service or less with the Township shall be as hereinafter specified and shall be payable on an annual basis over twenty-six (26) pay periods:

Patrolmen & Detectives:

<u>Step Classifications</u>	<u>Base Salary As of 1/1/93</u>	<u>Base Salary As of 1/1/94</u>	<u>Base Salary As of 7/1/94</u>
1	\$26,206.00	\$26,991.00	\$27,799.00
2	29,369.00	30,249.00	31,155.00
3	32,532.00	33,507.00	34,511.00
4	35,695.00	36,765.00	37,867.00
5	38,858.00	40,023.00	41,223.00
6	42,021.00	43,281.00	44,579.00
7	45,184.00	46,539.00	47,935.00
Detectives	48,347.00	49,797.00	51,291.00
Increment	3,163.00	3,258.00	3,356.00

Sergeants:

<u>Step Classifications</u>	<u>Base Salary As of 1/1/93</u>	<u>Base Salary As of 1/1/94</u>	<u>Base Salary As of 7/1/94</u>
1	\$49,564.00	\$51,050.00	\$52,582.00
2	50,779.00	52,300.00	53,870.00
3	51,993.00	53,550.00	55,158.00
Increment	1,214.00	1,250.00	1,288.00

The following annual wage schedule by job classification in the Police Department for current police officers having completed more than twenty (20) years of service in the Police and Firemen's Retirement System (PFRS) shall be as hereinafter specified and shall be payable on an annual basis over twenty-six (26) pay periods:

Patrolmen & Detectives:

<u>Step Classifications</u>	<u>Base Salary As of 1/1/93</u>	<u>Base Salary As of 1/1/94</u>	<u>Base Salary As of 7/1/94</u>
7	47,443.00	48,866.00	50,332.00
Detectives	50,764.00	52,287.00	53,856.00
Increment	3,321.00	3,421.00	3,524.00

Sergeants:

<u>Step Classifications</u>	<u>Base Salary As of 1/1/93</u>	<u>Base Salary As of 1/1/94</u>	<u>Base Salary As of 7/1/94</u>
1	\$52,042.00	\$53,603.00	\$55,211.00
2	53,317.00	54,915.00	56,564.00
3	54,592.00	56,228.00	57,916.00
Increment	1,275.00	1,313.00	1,352.00

SCHEDULE "B"

DENTAL PLAN

Co-Payment - Preventative and Diagnostic: 100%

Remaining Basic Services: 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.

SCHEDULE "C"

LIST OF PARTICIPANTS WHO SHALL CONTINUE TO
RECEIVE THE FOLLOWING COLLEGE CREDIT PAYMENTS
DURING THE TERM OF THIS AGREEMENT

<u>NAME OF EMPLOYEE</u>	<u>COLLEGE CREDIT PAYMENT</u>
J. Cortright	\$150.00
L. Csengeto	90.00
J. Rapp	60.00
A. Robertson	330.00
H. Seals	<u>180.00</u>
	TOTAL
	\$810.00

Notwithstanding the provisions of any Township resolution concerning college credit payments proration upon termination of employment with the Township, as an incentive to those Township police officers retiring pursuant to a regular service retirement under the terms prescribed by the Police and Fire Retirement System with twenty-five (25) or more years of service, the Township will not prorate the college credit payment in the last year of service in recognition of that officer's meritorious service. Rather, the eligible employee will receive his entire college credit payment 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.

EXHIBIT "D"

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HANOVER AMENDING THE TOWNSHIP'S CIVILIAN EMPLOYEE JOB RELATED TUITION REIMBURSEMENT PLAN IN PROVIDING A MAXIMUM REIMBURSEMENT OF \$300.00 PER SEMESTER AND NOT TO EXCEED \$600.00 IN ANY CALENDAR YEAR FOR QUALIFYING EMPLOYEES

WHEREAS, the Township of Hanover adopted a policy and procedure governing tuition aid to civilian employees on December 11, 1975; and

WHEREAS, pursuant to the original tuition reimbursement plan, an employee meeting all of the Township's requirements in qualifying for tuition aid was entitled to receive reimbursement in an amount not to exceed \$350.00 in any calendar year; and

WHEREAS, in order to receive reimbursement, an employee is expected to attain a grade level of "C" or better in any job related course of study; and

WHEREAS, the Township Committee believes it is necessary and in the interest of good personnel management and administration to periodically review its personnel policies and procedures in an effort to update policies and/or guidelines with current trends and practices; and

WHEREAS, in keeping with this philosophy of thought, the Township Committee believes that Section 6 of the Township Tuition Aid Plan entitled "Reimbursement" should be amended to adjust the prescribed fees.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey as follows:

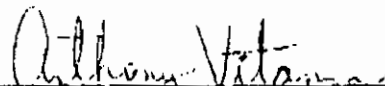
EXHIBIT "E"

SIDE BAR AGREEMENT

The Township of Hanover and the Policemen's Benevolent Association Local No. 128 agree, in addition to the terms set forth in their current Collective Bargaining Agreement commencing January 1, 1993 and continuing thereafter to the following terms:

In consideration for their mutual promises the Township and PBA Local 128 agree that the PBA Local 128 shall indemnify and hold the Township of Hanover, its officials, employees, and representatives harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purposes of complying with the provisions of the Collective Bargaining Agreement set forth in Article VI, Payments in Lieu of Holidays.

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 128



Anthony Vitanza, President

DATED:

TOWNSHIP OF HANOVER

DATED:

S.C. Iannaccone, Mayor

HANOVER TOWNSHIP TUITION AID PLAN AND POLICY REGARDING ATTENDANCE AND COMPENSATION FOR EXPENSES AT CONVENTIONS, SPECIAL COURSES AND TRAINING SEMINARS

A. TUITION AID PLAN

1. PURPOSE AND OBJECTIVE

1.01 The basic objective of the Tuition Aid Plan is to provide opportunities for municipal employees who wish to undertake off-the-job instruction in a field of learning which would be of benefit to the municipality as well as the employee.

1.02 The plan is designed to encourage and assist employees in furthering their self-development through out-of-hours study at the undergraduate levels in accredited institutions of higher learning: four year colleges and two year junior colleges.

1.03 Certain non-degree credit courses that relate to special skills or license qualifications may be approved at the discretion of the Township Committee.

2. ELIGIBILITY

2.01 All regular full time municipal employees are eligible to participate in the plan, provided they are employed at the time the course begins and continuously through the completion date of the course. Certain exceptions may be made as outlined under Section 6, REIMBURSEMENT.

3. ADMINISTRATION

3.01 The overall policy shall be coordinated by the Administrator.

3.02 The Administrator shall have responsibility for administering the plan in accordance with the approved terms and procedures as outlined herein. This will include the administration, approval of payments, arranging for adequate reports, and dissemination of any deletions, additions or changes in the plan.

4. DEPARTMENTAL RESPONSIBILITY

4.01 It shall be a departmental responsibility to instruct all employees in the fundamentals of the plan.

4.02 Application for participation should be made through regular lines of organization. All applications should be forwarded to the Township Committee for final action.

TUITION AID PLAN
FORMS AND ROUTING PROCEDURE

A. TUITION AID PLAN APPLICATION - FORM T.A. - 1

1. EMPLOYEE RESPONSIBILITY

1.01 No later than three weeks after starting the course, the employee should prepare Form T.A. - 1 in triplicate and submit it to his or her immediate supervisor. If the title of the course is not fully explanatory, a description should be included on the application. A separate application is necessary for course(s) each semester.

If the employee is interested in advance approval, the application may be submitted up to four weeks prior to start of course.

2. DEPARTMENT HEAD RESPONSIBILITY

2.01 The department head should review the application regarding the terms of the plan, the employee's current assignment and forthcoming assignments that might make such a course advantageous or preclude a satisfactory completion of the course. The department head shall then make a recommendation and forward it to the Township Committee.

3. TUITION AID COMMITTEE

3.01 Upon receipt of an application the Administrator shall ascertain whether the course and institution are in accord with the plan.

3.02 The application may be approved by a majority of the Township Committee if all aspects of the request meet the approved terms of the plan. The approved application is returned to the originating employee. If not approved, the application is returned with the reason for the rejection stated on the form.

B. CERTIFICATION OF SATISFACTORY COMPLETION - FORM T.A. - 2

1. EMPLOYEE RESPONSIBILITY

1.01 Within sixty days after satisfactory completion of an approved course the employee shall submit to his department head evidence of payment of tuition and required fees and evidence of satisfactory completion of the course under the terms of the plan, preparing Form T.A. - 2 in triplicate for this purpose. Part I is completed by the institution and Part II by the employee.

State or Municipal Tax that may become applicable. The municipality will withhold the proper amounts for such purposes from the reimbursement.

6.06 Tuition aid payments are chargeable to regular departmental expense.

7. SPECIAL COURSES, CONVENTIONS AND MANAGEMENT TRAINING SEMINARS

7.01 At times certain special courses, conventions or management training seminars are available for professional development and are deemed by the Township Committee to be of interest to certain municipal employees.

7.02 The Township Committee shall designate which employees may be excused and approve reimbursement for expenses involved.

7.03 An employee may be excused and/or allowed extra expenses (no greater than three hundred dollars in each calendar year) only upon approval of the Township Committee.

7.04 At times certain courses, conventions or seminars may occur that would incur expenses or time off the job that exceed these limitations. If so, a special request should be submitted in writing at least one month in advance setting forth the reasons for special consideration. Only under unusual or special circumstances shall the Township Committee consider approval for such a request. Such unusual or special considerations shall be clearly set forth in the letter of application to the Township Committee.

