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AGREEMENT

between

East Hanover Township

TOWNSHIP OF EAST HANOVER

(MORRIS COUNTY, NEW JERSEY)

and

EAST HANOVER POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 227

X JANUARY 1, 1984 through DECEMBER 31, 1986

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PREAMBLE

This Agreement made and entered into in East Hanover, New Jersey, this _____ day of _____, 1983, by and between the Township of East Hanover, in the County of Morris, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "TOWNSHIP" or "EMPLOYER"), and East Hanover P.B.A. Local No. 227 (hereinafter referred to as "P.B.A. LOCAL 227"), represents the complete and final understanding on all bargainable issues between the TOWNSHIP and P.B.A. LOCAL 227 and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by ARTICLE I, GENERAL PROVISIONS, 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 and P.B.A. LOCAL 227 recognize and declare that providing quality police protection for the TOWNSHIP is their mutual aim; and

WHEREAS, the TOWNSHIP has negotiated with duly authorized representatives of the P.B.A. LOCAL 227, as the representatives of employees hereinafter designated with respect to the terms and conditions of employment of said employees; 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. Definition:

Member - Any active member in P.B.A. Local 227.

B. For purposes herein, with the exception of ARTICLE IX - VACATIONS, "completed years of service" for all grades and ranks above the grade of probationary is to mean and/or include:

(1) Personnel appointed full-time members of the TOWNSHIP Police Department up to and including the first day of July of the calendar year appointed, shall be considered to have been full-time members retroactive to the first day of January of that year. However, no retroactive pay shall be earned during any time served in a probationary status.

(2) Personnel appointed full-time members of the TOWNSHIP Police Department after the first day of July of the calendar year appointed, shall be considered full-time members commencing the first day of January of the following year.

C. The following Grades of patrolmen are hereby established and defined as follows:

(1) Probationary - From day of appointment to the same date and month of the following year.

(2) Grade V - From the completion of the probationary period to the completion of two (2) years service.

(3) Grade IV - From the completion of two (2) years of service to the completion of three (3) years of service.

(4) Grade III - From the completion of three (3) years of service to the completion of four (4) years of service.

(5) Grade II - From the completion of four (4) years of service to the completion of five.

(6) Grade I - From the completion of five (5) years of service to retirement or promotion.

D. The status of each member with respect to vacation benefits, shall be in accordance with provisions of ARTICLE IX.

ARTICLE II - SALARIES

Annual salaries and wages of full-time lieutenants, sergeants and patrolmen of the TOWNSHIP Police Department shall be at the amounts as hereinafter delineated. Said salaries shall be for the calendar years 1982 and 1983 and are set forth at their annual rate payable bi-weekly commencing on and to be effective January 1, 1984, January 1, 1985 and January 1, 1986, respectively.

<u>Title</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>
A. Lieutenants	\$ 31,656	\$ 34,347	\$ 37,266
B. Sergeants	29,898	32,440	35,197
C. Patrolmen			
Grade I	27,555	29,897	32,438
Grade II	26,449	28,697	31,136
Grade III	24,931	27,050	29,350
Grade IV	23,032	24,990	27,114
Grade V	20,754	22,518	24,432
Probationary	19,362	21,008	22,793
D. Detective - Yearly 1,500. (In addition to base salary)		1,500.	2,000

ARTICLE III - LONGEVITY

- A. In addition to salaries and other benefits listed herein, all members of the TOWNSHIP Police Department shall receive longevity pay equal to two (2%) percent of said member's annual base salary based on each four (4) years of continuous employment.
- B. Longevity pay will be payable bi-weekly in conjunction with the annual salary and subject to all pension benefits and deductions.

ARTICLE IV - HOLIDAYS

Each member of the TOWNSHIP Police Department shall be paid for fourteen (14) holidays per year payable in a lump sum equal to fourteen (14) times the member's regular daily rate. This compensation will be paid to all members without regard to the actual number of holidays worked. It is understood and accepted by all members of the Department that the present work schedule is fair and impartial and that some members will work more holidays than others in any given year.

Observed holidays are as follows:

- | | |
|----------------------|------------------------------------|
| (1) New Years Day | (8) Thanksgiving Day |
| (2) Good Friday | (9) Christmas Day |
| (3) Easter Sunday | (10) Washington's Birthday |
| (4) Memorial Day | (11) Lincoln's Birthday |
| (5) Independence Day | (12) Columbus Day |
| (6) Labor Day | (13) Election Day |
| (7) Veterans Day | (14) Martin Luther King's Birthday |

Holiday pay will be made in two equal installments, payable June 1st and December 1st of each year.

ARTICLE V - EDUCATION INCENTIVE

- A. Subject to the limitations set forth in this ARTICLE, all members of the TOWNSHIP Police Department, in addition to the salaries and other benefits incorporated in this Agreement, shall be entitled to receive in each calendar year, the sum of eighteen dollars (\$18.00) for each credit-hour accumulated and satisfactorily completed in a recognized institution of higher education leading to a degree in Police Science, Law Enforcement or Criminal Justice. All credits accumulated up to and including the fall semester of the year will be eligible for payment. Proper certification from the institution attended, setting forth the number of credit-hours earned, along with evidence of passing grades must be presented to the Chief of Police by the 31st day of January of the following year to be eligible for payment.
- B. All new personnel appointed full-time permanent members of the TOWNSHIP Police Department, will be entitled to all benefits of this ARTICLE in accordance with the following:
- | | |
|---|-------------------------------|
| (1) From initial appointment to the end of the first year of service. | No Compensation |
| (2) From the completion of one (1) year of service to the completion of two (2) years of service. | 15 Credit Hours (Maximum) |
| (3) From the completion of two (2) years of service to the completion of three (3) years of service. | 45 Credit Hours (Maximum) |
| (4) From the completion of three (3) years of service to the completion of four (4) years of service. | 45 Credit Hours (Maximum) |
| (5) From the completion of four years of service. | All Accumulated Credit Hours. |

- C. In no way will a member's participation in this program relieve him of his obligation to his duties and to the TOWNSHIP Police Department. All personnel will be expected to fulfill their duties, comply with all rules and regulations of the TOWNSHIP Police Department, and to participate in and complete all in-service training programs conducted by the TOWNSHIP Police Department. Failure to meet any and all of these obligations will result in the member's suspension from participation in this program. Any member so accused will be granted a fair and proper hearing with respect to this program based upon testimony taken and factual evidence presented.
- D. Maximum allowable credits under this program shall not exceed sixty-seven (67) credits or the total number of credits required for an Associate's Degree, whichever shall be the less.
- E. Upon earning a Bachelor's Degree in the field of Criminal Justice, each member shall receive an additional \$500.00 per year payable in the same manner as prescribed in this ARTICLE.

ARTICLE VI - UNIFORMS & EQUIPMENT

- A. All newly appointed members of the TOWNSHIP Police Department shall be supplied a complete issue of uniforms and equipment designated by the Chief of Police to be initial issue and shall be supplied at the expense of the TOWNSHIP. This issue shall include all necessary clothing and equipment required for basic training.
- B. All members of the TOWNSHIP Police Department shall receive after one (1) complete year of service, a yearly allowance for the replacement of worn clothing and equipment. This allowance shall be as follows:

<u>1984</u>	<u>1985</u>	<u>1986 (and each subsequent year)</u>
\$950.	\$ 1,050.	\$1,050.

ARTICLE VII - COURT TIME

- A. All time expended in any court other than the East Hanover Municipal Court shall be reimbursed by the member's straight time hourly rate.
- B. All time expended in East Hanover Municipal Court will be reimbursed by the member's straight time hourly rate.
 - (1) To be eligible for payment, all personnel must appear in full uniform and punch in and out at the desk using Daily Time Report forms, which must be signed by the Officer in Charge.

ARTICLE VIII - MODE OF COMPENSATION

Salary and longevity pay will be paid as set forth in ARTICLE II and ARTICLE III respectively. Clothing allowance, holiday pay, education incentive pay and detective bureau pay shall be distributed each by separate and distinct check.

ARTICLE IX - VACATIONS

- A. An annual vacation period shall be provided for each and every full-time member of the TOWNSHIP Police Department with full pay.
- B. The status of each member with respect to annual vacation credits shall be determined on the anniversary date of each individual appointment as a full-time member to the TOWNSHIP Police Department.
- C. The vacation period for each year shall be in accordance with the following:
- (1) During the probationary year - One (1) week vacation.
 - (2) From the completion of one (1) year of service to the completion of five (5) years of service - three (3) weeks vacation each year.
 - (3) From the completion of five (5) years of service to the completion of ten (10) years of service - four (4) weeks vacation each year.
 - (4) From the completion of ten years of service to the completion of fifteen (15) years of service - five (5) weeks of vacation each year.
 - (5) From the completion of fifteen (15) years of service to retirement - six (6) weeks vacation each year.
- D. A vacation week shall consist of five (5) working days.
- E. The vacation period shall consist of consecutive calendar days, commencing on a Monday, unless otherwise approved by the Chief of Police who shall be responsible for the preparation of the vacation schedule. The Chief of Police shall have full authority to limit the number of members on vacation at any one time.
- F. Vacation periods shall be scheduled on the basis of seniority.

G. All vacation days in excess of fifteen (15) days to which a member is entitled shall expire on the anniversary date of the year immediately following the year in which said vacation days become due. In the event a member fails or neglects to accept these vacation days, it shall be deemed that he has waived any and all right to these days.

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

ARTICLE X - OVERTIME PAY

All members of the TOWNSHIP Police Department working in excess of eight (8) hours within any one twenty-four (24) hour period or in excess of an average of forty (40) hours per week during any calendar year shall be compensated at the rate of one and one-half the regular hourly rate for all said work time.

ARTICLE XI -- HEALTH AND LIFE BENEFITS

The TOWNSHIP will provide for and pay all premiums in connection with the following benefits for each member and his family:

A. Health and Medical Benefits:

- (1) A comprehensive Blue Cross & Blue Shield Policy, including Rider J or its equivalent;
- (2) A comprehensive major medical policy;
- (3) Adoption of provisions of Chapter 88, P.L. 1974 whereby the TOWNSHIP will pay the costs of continuing coverage for pensioners and their dependents;
- (4) In the event of death of an employee the TOWNSHIP will pay the cost of continuing coverage for his surviving spouse until he or she remarries, and for all eligible dependents subject to the same limitations as would be applicable had the deceased continued in active employment.

B. Life Insurance Benefits:

A life insurance policy equal to twice the member's annual salary. Each member shall have the option to increase coverage to three (3) times his annual salary by paying the additional cost of the premium which shall be deducted from the member's 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 - \$1,500.00
- f. All pre-existing conditions - Full Coverage

(2) The following additional benefits:

- a. Special Orthodontic \$1,000.00 maximum/case - 50/50
- b. Surgical Periodontal - 90/10

D. Prescription Drug Benefit:

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

E. Long Term Disability Insurance:

A long term disability insurance plan to include all employees covered under this agreement, to take effect on or before January 1, 1985 with the following stipulations:

1. That the current sick time understanding of unlimited sick time remain in effect until an LTD plan is adopted that is acceptable to both parties in this agreement.
2. Both parties agree to collectively negotiate sick leave benefits at the time of adopting an LTD insurance plan.

ARTICLE XII - PERSONAL LEAVE

All members of the TOWNSHIP Police Department shall be entitled to personal leave in accordance with the following:

- A. Marriage - Five (5) working days.
- B. Death in Family - Members will be allowed the following time off in case of the death of: 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 grandparents of spouse - day of the burial only.

Exceptions to this rule may be made where the deceased is buried in another city and the member would be unable to return in time for duty with the leave granted. The Chief of Police shall also have full authority to grant special consideration in unusual cases not covered by the above.

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

ARTICLE XIII - TERMINAL LEAVE

Upon application for retirement, an employee shall receive ninety (90) working day terminal leave with full wages and benefits. Terminal leave shall commence ninety (90) working days prior to the effective date of his retirement, and the employee shall not be required to report for, or to perform any police duties during this period.

ARTICLE XIV - WORK SCHEDULE

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

ARTICLE XV - TOTAL AGREEMENT

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

ARTICLE XVI - TERM

This Agreement shall be in full force and effect from January 1, 1984, through December 31, 1986. If either 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.

