

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 SUPERIOR OFFICERS ASSOCIATION
LOCAL NO. 128A, NEW JERSEY POLICE BENEVOLENT ASSOCIATION**

January 1, 2018 through December 31, 2021

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 Lieutenants and Captain for the purpose of collective negotiations. The Employer recognizes the Association and agrees as follows:

PREPARED BY:
STEPHEN E. TRIMBOLI, ESQ.
TRIMBOLI & PRUSINOWSKI, L.L.C.
268 South Street
Morristown, New Jersey 07960

CHARLES E. SCHLAGER, JR., ESQ.
P.O Box 67
Mt. Laurel, New Jersey 08054

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 in June, 2010. 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 thirty-five (35) 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.

The Captain and Lieutenants will receive compensatory time for all time worked beyond their thirty-five-hour week. Compensatory time will be accrued on the basis of an hour for hour worked until they reach a total of forty hours worked in a week. The Captain and Lieutenant will receive compensatory time at a rate of time and one half for any hours worked beyond the forty hours worked in a work week. However, they cannot accumulate more than eighty hours at a time. All compensatory time worked shall be authorized by the Chief of Police or his designated representative.

ARTICLE III

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 in writing to the Chief of Police only during normal office hours, that is, those hours when the Chief's office is usually open. 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 2

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 3

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 III 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 SOA 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 IV

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 5th 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. 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 prior service credited to them 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.

- K. 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.

L. **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 and 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.

M. Notwithstanding the provisions of Section L. 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 V

WAGES

Section 1

A. The annual salaries and rates of compensation set forth below under Schedule "A" entitled Salary Guides for the positions of Lieutenant and Captain reflect an adjustment of the base salary for each position category. Wage increases for this Agreement are set forth on "Schedule A" attached. The "Schedule A" wage increases are calculated based on the rates as follows for all officers on the guide:

1. 2% increase effective January 1, 2018.
2. 2% increase effective January 1, 2019.
3. 2% increase effective January 1, 2020.

4. 2% increase effective January 1, 2021.

- B. In addition to the foregoing, effective January 1, 2013, the salaries for the rank of Lieutenant and Captain shall be adjusted so that the salary for Lieutenant shall be at a difference **of at least** 7.5% above that of a Sergeant at top step, and that the salary for Captain shall be at a difference **of at least** 7.5% above that of Lieutenant at top step. It is understood that the salaries of the Captain and Lieutenants inclusive of the 7.5% differentials have been calculated based the total salary of a Sergeant at top step which includes longevity. This adjustment shall be incorporated into the salaries set forth in Schedule A.
- C. All salaries and rates of compensation as herein stated shall be retroactive to each January 1 effective date for each contract year. All increases shall be at each step of the salary schedule and shall, except for those who have voluntarily resigned or have been separated from employment without good standing, apply to all unit employees and those who have retired on normal or disability pension.

Section 2: Out of Title Pay

An officer out of title in the absence of the Captain or the chief shall receive compensation at the level of the Captain or Chief in the event that the officer's service in this capacity exceeds ten (10) consecutive tours of duty. In the event that this occurs, the officer shall receive such acting pay retroactive to the first tour of duty served in the acting capacity. Any officer who has achieved acting pay status and is designated to serve in the acting supervisory capacity again during the calendar year shall receive acting pay for each additional tour of duty that is worked in that capacity.

Section 3: Pay Period:

All employees shall be issued paychecks twice per month instead of bi-weekly as is uniform among all full-time Township employees.

ARTICLE VI

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 Lieutenants and Captain, a maximum of seven (7) hours of the annual complement of eighty-four (84) 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. Lieutenants and Captain shall receive fourteen (14) 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

Lieutenants and Captain shall accumulate sickness disability leave at the rate of seven (7) hours per month commencing with the first full calendar month of employment to a maximum of eighty-four (84) work hours per year.

F. Funeral Leave

Lieutenants and Captain 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:

**Accrued Sick Leave at
Time of Retirement**

Termination Allowance

401 to 600 hours

12 hours pay for each full year of service

201 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 twelve (12) hours pay for each full year of service.

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, who had 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 sixteen (16) hours pay for each full year of service.

For any individual hired as a police officer on or after January 1, 2014, terminal leave payouts will be capped at a maximum of \$15,000.00 for any such officer promoted regardless of rank.

ARTICLE VIII

UNIFORMS AND UNIFORM ALLOWANCE

Section 1

The Employer shall pay all bargaining unit members a clothing allowance of \$750 for 2018, 2019, 2020 and 2021. 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 Lieutenants and Captain, all other necessary materials for Lieutenants and Captain 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 Lieutenant and Captain. 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 \$400.00 for each calendar year which allowance shall be paid in two (2) equal installments on June 1 and December 1.

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 VII

INSURANCE AND RETIREMENT

Section 1

- (a) Subject to Section 2, below, the employer shall continue to pay the premiums for the members of the bargaining unit covered under the North Jersey Municipal Employees Benefits Fund and the Police and Firemen's Retirement System.
- (b) The employer will make available to all current and future members of the bargaining unit the Patriot 5 and Hanover Township Open Access health insurance/medical benefits plans. Health benefits coverage under those plans shall be detailed in the Township of Hanover's updated Plan Document entitled, "Plan Document and Summary Plan Description for North Jersey Municipal Employees Benefits Fund."

Section 2

Health care contributions for unit employees, and retirees, effective June 1, 2011, shall be consistent with that required by P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78. 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 North Jersey Municipal Employee Benefits Fund is attached to this Agreement as Schedule "B".

Section 3

For members and their qualified spouse and dependents to be eligible to receive health insurance benefits upon retirement, a Lieutenant and Captain must complete twenty-five (25) years of continuous service, in accordance with the provisions of the Police and Firemen's Retirement System. Any employee hired on or after January 1, 2001, and retiring in accordance with the provisions of the Police and Firemen's 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. Health care contributions for retirees shall be consistent with that required by P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78, except as set forth below.

With respect to employees hired on or before December 31, 2018, those who retire with twenty-five (25) year of continuous service and at least twenty (20) of those years of continuous service with the Township of Hanover shall receive health insurance benefits upon retirement with the full premium cost paid by the Township. Those current retirees who meet these requirements but have been contributing to the

premium cost of coverage shall begin to receive health insurance benefits with the full premium cost paid by the Township on a prospective basis only.

With respect to employees hired on or after January 1, 2019, those who retire with twenty-five (25) year of continuous service and at least twenty (20) of those years of continuous service with the Township of Hanover shall receive health insurance benefits upon retirement, but only up until age 65/Medicare eligibility. The Township shall pay 50% of the premium costs for such retirees, and the retirees shall bear the remaining 50% of the premium costs, until such coverage terminates when the retiree reaches age 65/Medicare eligibility.

Section 4

Effective January 1, 2005, retiree health benefits will extend to employees and their qualified spouse and dependents 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 IX

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 \$900.00 per semester and not to exceed \$1,800.00 in any one calendar year.

ARTICLE X

COMPENSATION UPON PROMOTION

Any officer appointed, designated or promoted to Lieutenant or Captain will receive compensation in accordance with the pay schedule for the higher rank from the date of appointment.

ARTICLE XI

ASSOCIATION ACTIVITIES

Section 1

It is agreed that the SOA President or his designee 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

The SOA President or his designee 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.

ARTICLE XII

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 XIII

DURATION

This contract shall become effective at 12:01 a.m., January 1, 2018 and upon execution by both parties and shall continue in full force and effect until Midnight, December 31, 2021.

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 6th day of June 2019.

ATTEST

Joseph A. Giorgio 7/10/19
Joseph A. Giorgio, R.M.C.
Business Administrator/Township Clerk

TOWNSHIP OF HANOVER

Ronald Francioli
Ronald Francioli, Mayor

ATTEST

, Secretary

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

David White
, President

SCHEDULE "A"

SALARY GUIDE

LIEUTENANTS AND CAPTAINS

The following annual wage schedule by job classification in the Police Department for current Lieutenants and Captains shall be as hereinafter specified. Effective January 1, 2014, all employees shall be issued paychecks twice per month.

Contract Year	Lieutenant	Captain
2017	\$136,210	\$146,426
2018	\$138,935	\$149,355
2019	\$141,713	\$152,389
2020	\$144,548	\$155,389
2021	\$147,439	\$158,497

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.