

1/1/90 - 12/31/90

RESOLUTION # 194-1990

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF EAST HANOVER AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EAST HANOVER POLICE LIEUTENANTS.

WHEREAS, the Township Committee entered into negotiations with the East Hanover Police Lieutenants in order to provide a collective bargaining agreement which would cover the period January 1, 1990 through and including December 31, 1990, i. e., a one year contract; and

WHEREAS, the parties, after lengthy negotiations, have agreed upon the terms and conditions of employment and same have been memorialized by way of an Agreement, a copy of which is attached hereto and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of East Hanover, that it does hereby authorize the aforementioned agreement and does hereby authorize the Mayor and Township Clerk to execute same on behalf of the Township.

TOWNSHIP COMMITTEE
TOWNSHIP OF EAST HANOVER
COUNTY OF MORRIS, STATE OF NEW JERSEY

ATTEST:

By: Dr. Michael DiFazio
DR. MICHAEL DIFAZIO, Mayor

Marilyn J. Snow
MARILYN SNOW, Township Clerk

FN 1360-152
[EH3/29]

ROLL 1991

CLERK OF BOARD OF SUPERVISORS
CLERK OF BOARD OF SUPERVISORS
CLERK OF BOARD OF SUPERVISORS
CLERK OF BOARD OF SUPERVISORS
MAYOR DIFAZIO

YES	NO	ABSTAIN	ABSENT
<input checked="" type="checkbox"/>			
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AGREEMENT

between

THE

TOWNSHIP OF EAST HANOVER

and

LIEUTENANTS

OF THE

TOWNSHIP OF EAST HANOVER POLICE DEPARTMENT

JANUARY 1, 1990 THROUGH DECEMBER 31, 1990

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PREAMBLE

This Agreement made and entered into this 16th day of August, 1990 between the TOWNSHIP OF EAST HANOVER, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "Township" or "Employer"), and the LIEUTENANTS of the East Hanover Police Department (hereinafter referred to as "Lieutenants"), represents the complete and final understanding on all bargainable issues between the Township and Lieutenants and is designated to maintain and promote a harmonious relationship between the Township and Lieutenants, 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 Lieutenants recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, The Township and Lieutenants have been engaged in ongoing contract negotiations; and

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

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

ARTICLE I - GENERAL PROVISIONS

A. **Recognition.** The Township of East Hanover recognizes the East Hanover Police Lieutenants Association (hereinafter the "Lieutenant's Association") as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all regular full-time Lieutenants employed in the Township of East Hanover Police Department. Excluded from this representation and from this Agreement are the Chief, Deputy Chief, Captains, Sergeants, Patrolmen, all civilian personnel, part-time personnel, Auxiliary Police, Matrons, Crossing Guards and any other employees by whatever title, except those of Lieutenant. No Lieutenant shall be compelled to join the Association but may do so at his option. The Township, however, agrees that it will not enter into any contract or memorandum of agreement with respect to any Lieutenant other than with the Association during the term of this Agreement, with regard to the category of personnel covered therein.

B. **Township's Rights.** The Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, and all other rights which have not been specifically treated and negotiated in this Collective Bargaining Agreement, including without limitation the

right to hire, determine eligibility for hiring, discipline, suspend and discharge, promote, demote, train, to determine scheduling, manning, shift characterization, to select protective equipment and uniforms and all other rights and prerogatives which have not been specifically addressed in this Agreement.

C. Declaration

For purposes herein, a Lieutenant shall be considered to have been a full-time member of the East Hanover Police Department effective the first day of January of the calendar year in which they were appointed as a police officer. The salary increment for the rank of Lieutenant, shall commence from the effective date of the promotion.

D. Definitions

Compensation - as used herein, shall mean the total of salary, longevity, holiday and education pay, earned by the Lieutenants when they work the full normal working time for their position, and upon which their respective pension contribution calculations are based. This shall be the base salary for pension purposes. (See Article XIV).

Salary - as used herein, shall mean the fixed portion of compensation upon which holiday and longevity pay are calculated.

ARTICLE II - SALARIES

<u>TITLE</u>	<u>1990</u>
Lieutenant	\$46,159

ARTICLE III - ON-CALL TIME

Whenever the need arises to place a Lieutenant on call, the Lieutenant shall be compensated for a minimum of three (3) hours times the Lieutenant's hourly overtime pay. On-call time shall be considered as continuous service up to seven (7) days, each seven (7) day period subject to 3 hours overtime pay. If, during the seven (7) day period the Lieutenant is placed on-call, relieved of on-call and again placed on-call, each will be considered separate and will be compensated as such. All call-out will be subject to a two-hour minimum overtime.

ARTICLE IV - HOLIDAYS

- A. The Lieutenants shall be paid for fourteen (14) holidays per year, payable bi-weekly, in a total aggregate sum equal to one hundred sixty-eight (168) times their regular hourly rate. This compensation will be paid to the Lieutenants without regard to actual number of holidays worked.
- B. The Holidays to be paid are as follows:
- | | |
|-----------------------------------|----------------------|
| (1) New Years Day | (8) Independence Day |
| (2) Martin Luther King's Birthday | (9) Labor Day |
| (3) Lincoln's Birthday | (10) Columbus Day |
| (4) Washington's Birthday | (11) Election Day |

- (5) Good Friday
- (6) Easter Sunday
- (7) Memorial Day

- (12) Veterans Day
- (13) Thanksgiving
- (14) Christmas Day

ARTICLE V - VACATIONS

An annual vacation shall be provided for each and every full-time Lieutenant with full pay. The vacation period for each year shall be in accordance with the following:

- A. From completion of one (1) to the completion of five (5) years of service -three (3) weeks.
- B. From completion of five (5) years of service to the completion of ten (10) years of service - four weeks vacation each year.
- C. From completion of ten (10) years of service to completion of 15 years of service - five weeks vacation each year.
- D. After completion of 15 years of service - six weeks vacation.
- E. The status of each Lieutenant with respect to annual vacation credits and as to priority for particular vacation periods shall be determined on a seniority basis based on each Lieutenant's appointment as a Lieutenant and on the basis of management and manpower needs of the Department as determined in the sole discretion of the Chief.
- F. Vacation periods shall be scheduled on the basis of seniority.
- G. All vacation days in excess of fifteen (15) days to which a Lieutenant 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 Lieutenant fails or neglects to accept these vacation days, it shall be deemed that he has waived any and all rights to these days.

- H. Upon the death, retirement, or termination of employment for any reason, there shall be paid to said Lieutenant or 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 from the preceding calendar year.

ARTICLE VI - PERSONAL LEAVE

The Lieutenants shall be entitled to personal leave in accordance with the following:

- A. Marriage of the Lieutenant - Five (5) working days.
- B. Death of Family Member - 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 the death until the day after burial, inclusive. For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, not living in the household, or grandparent of spouse, day of burial only.
- C. Personal Reason Days - In unusual or emergent circumstances,

the Chief may, in his sole discretion, grant additional days off with no loss in pay or infringement on other benefits.

ARTICLE VII - UNIFORMS AND EQUIPMENT

In addition to the salary and other benefits incorporated in this Agreement, the Lieutenants shall receive a yearly allowance of \$1,750.00 to be used for replacement of worn clothing and equipment, which payment shall be made by a separate and distinct check.

ARTICLE VIII - EDUCATION INCENTIVE

In addition to the salary and other benefits incorporated in this Agreement, the Lieutenants shall receive in each calendar year, the sum of twenty (\$20.00) dollars for each credit hour accumulated and satisfactorily completed in a recognized institution of higher education leading to a degree in the field of Criminal Justice or its equivalent as determined in the sole discretion of the Chief. If the Lieutenant is awarded a B.S. Degree in Criminal Justice or its equivalent, as determined, in the sole discretion of the Chief, he shall receive an additional \$850.00 per year.

- A. Maximum allowable credits under this program shall not exceed sixty-seven (67) credits or the total number of credits required for an Associate Degree, whichever shall be less.

- B. Upon earning a Bachelors Degree in the field of Criminal

Justice or its equivalent, each Lieutenant shall receive an additional \$850.00 per year payable in the manner prescribed in this ARTICLE.

- C. In no way will a Lieutenant's participation in this program relieve him of his obligation to his duties and to the TOWNSHIP Police Department. All members will be expected to fulfill their duties, comply with all rules and regulations of the 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.

ARTICLE IX - HEALTH AND LIFE BENEFITS

The Township shall provide the following, fully paid benefits, for the Lieutenants and their families.

A. Health and Medical Benefits

- (1) A N.J. State Health Benefits "Comprehensive" Blue Cross/Blue Shield policy with Rider J or its equivalent.
- (2) A N.J. State Health Benefits "comprehensive" Major Medical Policy or its equivalent.
- (3) Adoption of provisions of Chapter iii, P.L. 1974 whereby the Township will pay the costs of continuing coverage

of Blue Cross/Blue Shield, or its equivalent, Major Medical and all other benefits received for pensioners and their dependents.

- (4) In the event of the death of a Lieutenant, the Township will pay the costs of continuing coverage for the decedent's surviving spouse until he or she remarries, and for all eligible children subject to the same limitations as would be applicable had the decedent continued in active employment.

B. Life Benefits

A life insurance policy equal to three times his annual earnings subject to a \$100,000 maximum on the annual earnings.

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 and Diagnostic - 100%
- b. Basic - 90/10
- c. Prosthodontics - 70/30
- d. Deductible - None
- e. Maximum Per Patient Per Year - \$1,500
- f. All pre-existing conditions - Full coverage.

- 2) The following additional benefits:

- a. Special Orthodontic - \$1,000. maximum/case - 50/50
- b. Surgical Periodontal - 90/10

D. Long Term Disability Insurance

An insurance policy that will provide long term disability benefits following a 90-day waiting period.

E. Prescription Drug Benefit

A prescription drug plan that provides a \$2.00 co-pay with the remainder of the cost to be covered by the prescription program [REDACTED]

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ARTICLE X - WORK SCHEDULE

A fair and impartial work schedule will be maintained. The Chief is authorized to alter the schedule for the benefit of the Township Police Department should the need arise, but in no way shall these alterations cause an increase in working hours over the schedule set forth herein, without compensation therefor, as set forth herein. Lieutenants assigned to Patrol Division shall work a 37-1/2 work week averaged out over the schedule presently in effect. It is agreed that the Patrol Division Lieutenants shall be compensated 16 hrs. in time off, as follows: 8 hrs. in July, and 8 hrs. in August, for their required attendance at the Superior Officers' Meetings which are held monthly. Lieutenants assigned to the 0800-1600 shift on a Monday through Friday fixed schedule will work a 40 hr. work week with no compensation for the Superior Officers' meetings. All work hours in excess of the above will be compensated at a rate of 1-1/2 times the Lieutenants regular hourly rate. The Lieutenants agree to be prepared to

start their shift 15 minutes before the scheduled tour of duty.

ARTICLE XI - LONGEVITY

The Lieutenants shall each receive longevity pay equal to two percent (2%) of the annual salary based on each four (4) years of continuous employment up to a maximum of ten percent (10%) of 20 years of continuous employment.

ARTICLE XII - TERMINAL LEAVE

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

ARTICLE XIII - SICK LEAVE

- A. The Lieutenants shall each be entitled to accumulate one and one-quarter (1-1/4) working days of sick leave with pay for each completed month of service. This sick leave is to be used only in times of illness.
- B. Upon retirement or permanent separation for service, the Lieutenants shall each be entitled to one-half (1/2) day of pay at his regular straight time rate for each day of unused sick leave he has accumulated at the time of retirement or termination, up to a maximum accumulation of 200 days (i.e., "paid" for 100 days - max.). This amount shall be payable

in one lump sum by a separate and distinct check, providing that adequate notice has been given to the Township Committee to allow for this lump sum to be included in the annual budget.

ARTICLE XIV - MODE OF COMPENSATION

The total of all compensation for each year defined in ARTICLE I.D., Compensation, shall be payable bi-weekly in equal amounts and be considered the base salary for pension purposes.

ARTICLE XV - LIABILITY PROVISIONS

Whenever any civil action is brought against any Lieutenant based on acts committed in his official capacity as a Lieutenant, the Township of East Hanover shall defray all costs of defending such action, if any, including attorneys' fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom, except in the event it is determined by a Court of Law of competent jurisdiction or similar judicial or quasi-judicial forum that said Lieutenant was grossly negligent or willfully caused the injury or committed acts or omissions which caused the adverse judgment to be rendered. "Gross negligence", as used herein, shall mean the intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another, such as a gross want of care and regard for the right of others as to justify the presumption of willfulness and wantonness; or the absence of, or failure to exercise, even slight care or diligence.

ARTICLE XVI - TERM

This Agreement, shall be in full force and effect from January 1, 1990 through December 31, 1990. If any party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of this Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify the Agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

ARTICLE XVII - MEANINGS

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

ARTICLE XVIII - 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 designed as an amendment to this Agreement, shall supersede or vary the provisions herein.


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

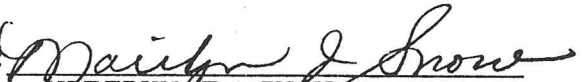
LIEUTENANTS OF POLICE OF THE
EAST HANOVER POLICE DEPARTMENT


MAYOR AND TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF EAST HANOVER

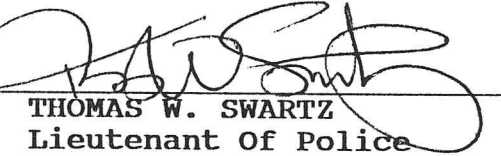
ATTEST:


BY: 
MICHAEL DIFAZIO, D.C.
Mayor

BY: 
MARIO J. LOMBARDI
Lieutenant Of Police

BY: 
MARILYN J. SNOW
Township Clerk

BY: 
DANA BENNETT
Lieutenant Of Police

BY: 
THOMAS W. SWARTZ
Lieutenant Of Police

BY: 
GLENN SHOUDY
Lieutenant Of Police

[GTH2/48]