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AGREEMENT

BETWEEN

**EAST HANOVER POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL 227**

AND

TOWNSHIP OF EAST HANOVER

JANUARY 1, 1996 through DECEMBER 31, 1998

TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
I.	Recognition of the Bargaining Unit	1
II.	General Provisions	1
III.	Hours and Overtime	3
IV.	Method of Compensation	4
V.	Salaries	5
VI.	Longevity	6
VII.	Holidays	6
VIII.	Education Incentive	7
IX.	Uniforms and Equipment	8
X.	Vacations	8
XI.	Health and Insurance Benefits	10
XII.	Sick Time	12
XIII.	Personal Leave	14
XIV.	Liability Provisions	15
XV.	Grievance Procedure	15
XVI.	Management Rights	16
XVII.	Separability and Savings	16
XVIII.	Total Agreement	16
XIX.	Term	17

This Agreement made and entered into this 3rd day of Oct, 1996, by and between the Township of East Hanover in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township" or "Employer"), and the East Hanover Patrolman's Benevolent Association, Local 227 (hereinafter the "PBA"), represents the complete and final understanding on all bargainable issues between the Township and such employees who are covered pursuant to Article I, Section A hereof.

The Township has negotiated with duly authorized representatives of the PBA, who represent the employees defined in Article I, Section A, with respect to the terms and conditions of employment between said employees and the Township. The following is hereby agreed to by both parties:

ARTICLE I. RECOGNITION

Section A. The Township hereby recognizes the PBA as the sole and exclusive bargaining agent for all patrolmen and sergeants presently and hereafter employed by the Township in its Police Department.

Section B. Unless otherwise indicated, the terms "Employee," "Officer" or "Member" as used in this Agreement shall refer to all employees represented by the PBA in the bargaining unit defined in Article I, Section A. References to the masculine gender include the feminine gender.

Section C. The Township will continue its policy of no discrimination, intimidation or coercion by the Township, or any of its agents, against any and all employees represented by the PBA because of membership or activity in said PBA. The PBA shall not intimidate nor coerce any employee into membership in said PBA. Neither the Township nor the PBA shall discriminate against any employee because of race, color, creed, sex, national origin, political affiliation or marital status.

ARTICLE II. GENERAL PROVISIONS

Section A. For the purposes herein, with the exception of Article X-Vacations, "completed years of service" for all sergeants and for all grades of patrolmen above the grade of probationary patrolman is to mean and/or include:

- (1) Employees covered by this Agreement, that are 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 full-time employees 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) Employees covered by this Agreement that are appointed after the first day of July in the calendar year appointed shall be considered full-time members of the Police Department commencing the first day of January of the following year.

Section B. The following grades of patrolmen are hereby established and defined as follows:

- (1) Probationary/Non-Academy. From the date of appointment to the date of graduation from a recognized Police Academy training program.
- (2) Probationary/Academy. From the date of graduation from a recognized Police Academy training program to the completion of one year from the date of appointment to the East Hanover Police Department or, if an Academy graduate at the time of appointment, from the date of appointment to the same date of the following year.
- (3) Grade VI. From the completion of the probationary period to the completion of two (2) years of service.
- (4) Grade V. From the completion of two (2) years of service to the completion of three (3) years of service.
- (5) Grade IV. From the completion of three (3) years of service to the completion of four (4) years of service.
- (6) Grade III. From the completion of four (4) years of service to the completion of five (5) years of service.
- (7) Grade II. From the completion of five (5) years of service to the completion of six (6) years of service.
- (8) Grade I. From the completion of six (6) years of service to promotion or retirement.

Section C. Notwithstanding the foregoing, in recognition of their rights under the prior contract, the following police officers who were employed by the Township prior to January 1, 1996, shall be placed for 1996 on the step of the salary guide listed next to their name and, if at a step below Grade I, shall advance one step each year until they attain Grade I:

Otto Freund III - Grade I
William Combes - Grade I
Kenneth McCoy - Grade III

John Fox - Grade IV
Christopher Cannizzo - Grade VI/V

Section D. Each member's vacation benefits shall be in accordance with the provisions of Article X.

ARTICLE III. HOURS AND OVERTIME

Section A. The work week under this Agreement shall be thirty-seven and one-half (37-1/2) hours plus roll call with a thirty-minute lunch period, except that members of the Patrol Division shall receive a forty-five minute lunch period.

Section B. The work schedule shall be according to assignment as follows:

- (1) Patrol Division: Two (2) days on duty; two (2) days off; three (3) days on; two (2) days off; two (2) days on; three (3) days off. A day shall consist of twelve (12) consecutive hours of duty time plus a fifteen-minute roll call each day.
- (2) All other police officers covered by this Agreement: shall work either five (5) consecutive days not to exceed five duty days in any seven-day period, or four (4) days on duty; two (2) days off pursuant to their respective assignment and scheduling by the Chief of Police. A day shall consist of eight (8) consecutive hours of duty time plus a fifteen-minute roll call each day.

Section C. Employees covered by this Agreement shall be paid overtime as follows:

- (1) Patrol Division: Any time worked in excess of twelve (12) hours in any twenty-four-hour period shall be paid at one and one-half (1-1/2) times the employee's straight time hourly rate as defined in Article IV, Section A hereof, for such excess time worked,
- (2) All other police officers covered by this Agreement who shall have worked in excess

of eight (8) hours in any twenty-four-hour period shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate as defined in Article IV, Section A hereof for such excess time worked.

Section D. Employees covered by this Agreement who are put "on call" shall be paid three (3) hours at one and one-half (1-1/2) times their straight time hourly rate as defined in Article IV, Section A. The payment for an on-call assignment shall apply only once for each seven-day on-call assignment period.

Section E. All employees required to participate in in-service training or police business other than during their on-duty time shall be compensated for the actual time spent in such training or business at the employee's straight time hourly rate as defined in Article IV, Section A hereof. To the extent possible, employees shall be given not less than seven (7) days' notice of scheduled in-service training.

Section F. All required court appearances by employees on Police Department business that extend in time beyond the normal tour of duty shall be paid at one and one-half (1-1/2) times the employee's straight time hourly rate for such overtime. All required court appearances by employees on Police Department business that occur during employee's time off or vacation or compensatory time shall be paid and one and one-half (1-1/2) times the employee's straight time hourly rate as defined in Article IV, Section A, with a guaranteed minimum of two (2) hours paid.

Section G. It is understood that in order for employees of the Patrol Division to maintain the contractual rate of 1,950 duty hours per year, each member of the Patrol Division was, at the time of implementation of the work schedule, given a compensatory time bank of two hundred (200) hours for the experimental period and that such bank is now to be replenished at the rate of twenty (20) hours each month.

ARTICLE IV. METHOD OF COMPENSATION

Section A. Annual base salary and longevity pay shall be payable in the biweekly payroll check. The combination of annual base salary and longevity pay is straight time annual salary and divided by 1950 hours equals straight time hourly rate.

Section B. Holiday pay shall be payable in the biweekly paycheck based on the amount calculated per Article VII, Section A.

Section C. Education incentives shall be paid in the biweekly pay check according to the

entitlement requirements of Article VIII, Section A.

Section D. Overtime pay shall be payable biweekly in the regular paycheck based on submission of an appropriate overtime report approved by the Chief of Police. The number of overtime hours shown on the overtime report for each employee shall be multiplied by one and one-half (1-1/2). The product of that calculation shall be multiplied by the employee's straight time hourly rate calculated per Section A of this Article. Overtime shall be paid in this manner unless otherwise specified, such as the in-service training time defined in Article III, Section E.

Section E. Clothing allowance shall be paid, in a lump sum, by a separate and distinct check according to the requirements of Article IV, Section D. This payment shall be made within thirty (30) days following passage of the annual Township budget.

Section F. Compensation as defined in Article IV, Sections A, B and C shall be pensionable under the regulations of the New Jersey Policemen's and Firemen's Retirement System

Section G. It is understood that biweekly as used herein shall mean once every two (2) weeks, and twenty-six (26) pays per year.

ARTICLE V. SALARIES

Section A. Annual base salaries for full-time sergeants, full-time patrolmen and probationary patrolmen shall be in the amounts delineated herein. Said salaries shall be for the calendar years 1996, 1997 and 1998, and are set forth as annual rates. These rates shall be divided by twenty-six (26) and the quotient amount included in the biweekly paycheck. These annual rates are effective January 1, 1996; January 1, 1997 and January 1, 1998, respectively. Retroactive pay for 1996 shall be paid within thirty (30) days of the signing of this Agreement.

TITLE	1996	1997	1998
Sergeant	59,401	61,926	64,557
Patrolman I	54,744	57,071	59,496
Patrolman II	50,393	52,535	54,768
Patrolman III	46,043	48,000	50,040
Patrolman IV	41,693	43,465	45,312
Patrolman V	37,343	38,930	40,585
Patrolman VI	32,993	34,395	35,857
Probationary/Post-Academy	28,000	28,000	28,000
Probationary	26,000	26,000	26,000

Section B. Effective January 1, 1996 and thereafter, on every shift or part thereof in which no superior officer is on duty, a patrol officer shall be assigned as the acting sergeant, shall assume all responsibilities and authority thereof and shall be compensated for said shift or part thereof at the same rate as a sergeant. Assignment shall be by the Chief of Police or his designee, provided that no patrolman shall serve as an acting sergeant until he has completed five (5) years of service in the East Hanover Police Department. A patrolman may decline the assignment, except that should there be no patrolman willing to serve as acting sergeant, the duties and responsibilities thereof shall devolve to the most senior patrol officer on that shift.

ARTICLE VI. LONGEVITY

All members shall receive longevity pay equal to two percent (2%) of their annual base salary for each four (4) years of continuous employment but not to exceed ten percent (10%) after twenty (20) years of continuous service. Employees appointed on or before July 1 of any year shall accrue longevity from January 1 of that year and shall receive longevity as of January 1 of the the year in which they mark their fourth, eighth, twelfth, sixteenth and twentieth years of continuous service. Employees appointed on or after July 2 of any year shall receive longevity effective January 1 of the year following the fourth, eighth, twelfth, sixteenth and twentieth anniversaries of continuous service.

ARTICLE VII. HOLIDAYS

Section A. The following holidays are observed by the Township of East Hanover:

New Years' Day	Memorial Day	Election Day
Martin Luther King's Birthday	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
President's Day	Columbus Day	Day after Thanksgiving
Good Friday		Christmas Day

Section B. In lieu of time off, each member shall be paid for fourteen (14) holidays per year in an amount equal to one hundred sixty-eight (168) times the member's straight time hourly rate. This compensation shall be paid without regard to the actual number of holidays worked, and it is understood and accepted by all members that the present work schedule is fair and impartial and that in any given year, some members will work more holidays than others.

Section C. Holiday pay will be payable in the biweekly paycheck as delineated in Article IV, Section B.

ARTICLE VIII. EDUCATION INCENTIVES

Section A. All full-time members appointed prior to January 1, 1996, and all full-time members thereafter appointed on the basis of military service shall be entitled upon completion of one full year of service to be paid twenty dollars (\$20) per year for each college credit hour successfully completed at an accredited college or university leading to an Associate degree in criminal justice, law enforcement or police science, subject to the following limitations:

- (1) During the probationary period: No credit.
- (2) During the second year of service, up to fifteen (15) credit hours
- (3) During the third year of service, up to thirty (30) credit hours
- (4) During the fourth year of service, up to forty-five (45) credit hours.
- (5) During the fifth year of service and thereafter, up to sixty-seven (67) credit hours, or the total number of credit hours required for an Associate Degree, whichever is less.

Section B. All full-time members who have attained an Associate degree (or who were appointed on the basis of having attained 64 credit hours) and who have completed a minimum of two (2) years of service in the East Hanover Police Department are eligible for an education incentive payment of \$850 annually upon attainment of a Bachelor degree in criminal justice, law enforcement or police science. Payment for this educational incentive shall be according to the following schedule:

- (1) Upon satisfactory completion of twelve (12) credit hours beyond the Associate degree (minimum 76 total credits), \$200.
- (2) Upon satisfactory completion of twenty-four (24) credit hours beyond the Associate degree (minimum 88 total credits), \$400.
- (3) Upon satisfactory completion of thirty-six (36) credit hours beyond the Associate degree (minimum 100 total credits), \$600.
- (4) Upon attainment of the Bachelor degree, \$850.

Section C. All credits accumulated up to and including the fall semester of any given year shall be eligible for payment in the next calendar year provided that proper certification from the college or university attended showing the number of credit hours earned and evidence of passing grades is presented to the Chief of Police by January 31 of the year in which payment is requested.

Section D. The educational incentive amount earned shall be added to the member's straight time annual salary plus holiday pay and the sum thereof divided by 26 and the quotient disbursed in the member's bi-weekly paycheck.

Section E. Participation in this program, which means pursuing an education on the member's own time, shall not relieve the member from any obligation to his/her duties as a police officer and the Township Police Department. Failure to meet any and all duties and obligations may result in a member's suspension from this program after a fair and proper hearing.

ARTICLE IX. UNIFORMS AND EQUIPMENT

Section A. The Township shall provide a complete issue of uniforms and equipment, as designated by the Chief of Police, to each newly-appointed member, This issue shall include all necessary clothing and equipment required for basic training.

Section B. Any addition or change in the uniform or equipment that is mandated by the Chief of Police shall be deemed original issue and shall be provided to all members at Township expense. Any addition or change in the uniform or equipment requested by the Chief of Police or the PBA with the approval of the Chief of Police and seventy-five percent (75%) of the members covered under this contract shall be paid for by the members. No dissenting member shall have any claim to having this change or addition paid for by the Township. All uniform changes, whether requested by the Chief of police or the PBA members, shall be done with the advice and consent of the Appointing Authority.

Section C. After one (1) year of service, all members shall receive an annual allowance of one thousand three hundred fifty dollars (\$1,350) for the upkeep of clothing and equipment and/or replacement of worn clothing and equipment. This allowance shall be payable according to Article IV, Section E.

ARTICLE X. VACATIONS

Section A. An annual paid vacation shall be provided for each and every full-time member.

Section B. The status of each member with respect to annual vacation credits shall be determined on the anniversary date of each member's appointment as a full-time member of the Township Police Department.

Section C. The vacation period for each year shall be in accordance with the following:

- (1) During probationary year: One (1) week, which equates to forty (40) working hours for members of the Patrol Division and five (5) working days for all others.
- (2) From completion of one (1) year of service (probation) to completion of five (5) years of service: three (3) weeks, which equates to one hundred twenty (120) working hours for members of the Patrol Division and fifteen (15) working days for all others.
- (3) From completion of five (5) years of service to completion of ten (10) years of service: four (4) weeks, which equates to one hundred sixty (160) working hours for members of the Patrol Division and twenty (20) working days for all others.
- (4) From completion of ten (10) years of service to completion of fifteen (15) years of service: five (5) weeks, which equates to two hundred (200) working hours for members of the Patrol Division and twenty-five (25) working days for all others.
- (5) Upon completion of fifteen (15) years of service: six (6) weeks, which equates to two hundred forty (240) working hours for members of the patrol Division and thirty (30) working days for all others.

Section D. All vacation requests shall be subject to the approval of 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 one time.

Section E. Vacations shall be scheduled on the basis of seniority of the members.

Section F. All vacation days in excess of fifteen (15) working days, or vacation hours in excess of one hundred twenty (120) working hours 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 that a member fails or neglects to use these vacation days, it shall be deemed that he has waived any and all rights to these days.

Section G. Upon death, retirement or termination of employment for any reason, there shall be paid to the 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 from the preceding calendar period, less any vacation leave used by the member prior to death, retirement or termination in the year such event occurs.

ARTICLE XI. HEALTH AND INSURANCE BENEFITS

Section A. The Township shall provide and pay all costs to provide the following benefits for each member and, where applicable, as in Subsections (1) through (4), inclusive, for each eligible family member.

(1) Health and Medical Benefits

- (a) A comprehensive medical/surgical policy as provided under the New Jersey Health Benefits Plan (NJHBP) in effect at the time of execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to the NJHBP.
- (b) A comprehensive major medical policy as provided under the New Jersey Health Benefits Plan (NJHBP) in effect at the time of execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to the NJHBP.

(2) Dental Health Benefits

A dental health plan providing the following minimum benefits as provided by the Delta Dental plan in effect at the time of execution of this Agreement:

- (a) No deductible
- (b) Per patient annual maximum: \$1,500.00.
- (c) Pre-existing conditions: Fully covered.
- (d) Preventive and diagnostic: Fully (100%) covered.
- (e) Basic procedures: 90% covered; 10% copayment
- (f) Prosthodontics: 70% covered; 30% copayment
- (g) Special orthodontics: 50% copay, \$1,000 per case maximum by carrier.
- (h) Periodontal surgery: 90% covered; 10% copayment.

(3) Prescription Drug Benefit

A prescription drug plan that provides for employee co-payment of two dollars (\$2.00) per prescription for generic pharmaceuticals and five dollar (\$5.00) copayment for legend (brand name) pharmaceuticals, with the remainder of the cost of each prescription to be covered by the carrier. Oral contraceptives shall be a covered expense.

(4) Vision Care

A vision care plan as provided by Vision Service Plan (VSP) at the execution of this Agreement, or a direct equivalent which provides, at a minimum, benefits equal to VSP.

(5) Life Insurance

A life insurance policy equal to three times (3x) each member's straight time annual salary.

(6) Income Replacement (Short- and long-term disability)

An income replacement program which shall provide a weekly benefit equal to two-thirds (66.67%) of employee's straight time rate, to a maximum of four hundred dollars (\$400.00) per week in the event of disability due to injury, sickness or disease suffered other than in the line of duty.

- (a) Benefits shall begin seven (7) days following onset of the injury, sickness or disease, or after employee has utilized all accumulated unused sick time, whichever is later.
- (b) Benefits during the first 104 weeks of disability shall be paid by the Township's self-insurance program. Benefits thereafter shall be paid by the long-term disability insurer (Unum Life Insurance at the execution of this Agreement), the provisions of which policy shall govern from the inception of the Township's obligation hereunder.
- (c) This program is not in lieu of nor does it affect the requirements for coverage under applicable Worker Compensation laws

Section B. Continuing Coverage

- (1) In the event of the death of an employee, the Township will pay the cost of continuing coverage under Article XI, Sections (1) through (4), inclusive, for the surviving spouse until he/she remarries, and for employee's dependents as would have been applicable had the deceased continued in active employment.
- (2) By adoption of the provisions of Chapter 88, P.L. 1974, as amended, the Township has assumed the obligation to provide and pay for continuing coverage of benefits delineated in Article XI, Section A, Paragraphs (1) through (4), inclusive, and Paragraph (5) as modified in Subsection (a) hereof, for member pensioners, and Paragraphs (1) through (4), inclusive, for their dependents as would have been applicable under active employment.
 - (a) All members who shall retire on or after the date of execution of this contract, shall be provided with a death benefit equal to three times (3x) the employee's annual salary at time of retirement, to a maximum amount of \$300,000, which amount shall decline by one-half (1/2) upon the retiree's seventieth (70th) birthday, except that an employee who, upon retirement, is declined continued coverage by the insurer pursuant to the terms of the Canada Life Assurance Co. policy dated September 1, 1993, and in force at the time of execution of this Agreement, or any successor policy, shall be provided by the Township at retirement with a nondiminishing death benefit of one hundred thousand dollars (\$100,000.00).

SECTION XII. SICK TIME

All members shall be entitled to sick days subject to the following conditions and/or limitations:

Section A. All members shall be entitled to accumulate one and one-quarter (1-1/4) working days (Patrol Division equivalent: 10 hours) of paid sick leave for each completed month of service. The sick leave is to be used only in times of illness of the employee or to care for a spouse or child or other relative living in the employee's home during their illness, or as otherwise set forth in Article XIII, Section C.

Section B. Credit for service prior to this Agreement shall be based upon records maintained by the Township. A copy of each member's record shall be provided to the member

during January of each year showing accrued unused sick time through the preceding December 31. Failure of the employee to question such accounting prior to March 1 of the current year shall be considered agreement to the figures provided.

Section C. Upon retirement or permanent separation, except as set forth in Section H hereof, a member shall be entitled to compensation at the rate of one-half (1/2) the straight time rate for each day of unused sick leave accumulated to the time of retirement or separation up to a maximum of 200 unused accrued sick days. For the purposes of this Article a day shall equal eight (8) hours. The member may elect to receive such supplemental compensation in a lump sum or to extend his/her terminal leave at the rate of one-half day for each day of unused accrued sick time to a maximum of 200 unused accrued sick days (1,600 hours). No additional sick or vacation time shall accrue, nor salary increase during such terminal leave extension.

Section D. Each member shall be required to establish and maintain a bank of not fewer than forty-five (45) accrued unused sick days (360 hours). Once such bank has been established, a member may thereafter redeem the unused sick days from his/her annual allotment thereof at one-half the then current straight time rate. In any case where an illness shall reduce the balance of banked sick time to fewer than forty-five (45) days (360 hours), the member must return the bank to a minimum of forty-five (45) days (360 hours) before redeeming any additional days.

Section E. In addition to redeeming days from the current year, a member may redeem up to ten (10) days (80 hours) from prior years' accruals at one-half the straight time rate for the immediately prior year.

Section F. Employees desiring to redeem unused accrued sick time shall notify the Township Administrator in writing by December 1 of each year of the number of days (hours) to be redeemed. Payment for such days will be made not later than the first paycheck in January of the following year.

Section G. In 1996 only, members who have a minimum of forty-five (45) days (360 hours) of accrued unused sick time as of December 31, 1995, may redeem up to thirty (30) days (240 hours) in excess thereof at the 1995 straight time rate. Members who elect to redeem such days must notify the Township Administrator in writing prior to December 15, 1996. Compensation for such days will be provided to the member on or before January 15, 1997

Section H. The provisions of Paragraphs A through G, inclusive, hereof shall not apply to any member who shall be discharged from the East Hanover Police Department as a result of

having committed a crime or having been removed through an action in Superior Court related to having committed a crime.

ARTICLE XIII. PERSONAL LEAVE

All members shall be entitled to personal leave in accordance with the following:

Section A. An employee who is to be married is entitled to leave of five (5) working days (40 working hours for Patrol Division).

Section B. Bereavement leave

- (1) In case of death of a parent, step-parent, grandparent, spouse, child, step-child, grandchild, sibling or parent-in-law or child-in-law, or any other relative who resides in the member's household, leave shall be granted from the day of death through the day following the funeral, inclusive.
- (2) In case of death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, spouse's parents or a cousin of the first degree not living in the member's household, leave shall be granted for the day of the funeral only.
- (3) Exceptions to the foregoing may be made when conditions warrant (such as burial in another city) wherein the member would be unable to return to duty within the time allotted, and the Chief of Police has full authority to grant special consideration in unusual cases not otherwise covered.

Section C. Personal leave

- (1) Effective January 1, 1997, a member may take up to twenty-four (24) hours of personal time in not less than four (4) hour increments per year. Fourteen (14) days' notice to the Chief of Police is required when requesting personal days, except under emergency conditions. Requests shall not be unreasonably denied. Failure to notify the member within seven (7) days of his request that a personal day has been denied shall constitute a grant of such personal day.
- (2) Effective January 1, 1997, personal days not utilized within a given calendar year may not be carried forward, but shall be reimbursed at the rate of two-thirds (66.67%) of the member's regular straight time salary.

- (3) During 1996, members will be entitled to up to two (2) personal days for the current year, plus any which have been carried forward from prior years, all of which, if used, shall be charged against the employee's accrued, unused sick time. Any such days not used in 1996 shall expire as of December 31, 1996, without compensation therefor. Fourteen (14) days' notice to the Chief of Police is required when requesting personal days, except under emergency conditions. Requests shall not be unreasonably denied.

Section D. Terminal Leave

- (1) Upon application for retirement, an employee with twenty-five years of service or who is retiring due to a service-incurred disability shall receive ninety (90) working days (720 working hours for Patrol Division) of terminal leave with full wages and benefits. Unless the employee elects a terminal leave extension as provided for in Article XII, Section C hereof, terminal leave shall begin ninety (90) work days (or 720 working hours for Patrol Division) prior to the effective date of retirement and the employee shall not be required to report for or to perform any police duties during this period.
- (2) Where an employee elects a terminal leave extension as provided for in Article XII, Section C hereof, terminal leave as contemplated in Article XIII, Section A shall commence ninety (90) working days (720 working hours for Patrol Division) prior to the first day of the terminal leave extension as calculated according to the provisions of Article XII, Section C hereof.

ARTICLE XIV. LIABILITY PROVISIONS

Whenever any civil action is brought against any employees covered by this Agreement for the employee's reliance upon a warrant executed by a judicial officer, the Township of East Hanover shall defray all costs of defending such action, if any, including attorney's fees, and shall pay any adverse judgment, save harmless, and protect such employee from all financial loss resulting therefrom.

ARTICLE XV. GRIEVANCE PROCEDURE

Formal grievances with regard to alleged violations of this Agreement shall be presented to the Chief of Police by the affected member. If the grievance is not resolved, the grievance shall be referred to the Township Administrator. If resolution has not been effected by the Township,

grievance may be filed with the New Jersey Public Employment Relations Commission. Grievances shall be filed with the Chief of Police within five (5) days of the alleged violation, or within five (5) days of the time at which the aggrieved might reasonably have been expected to know of the alleged violation of this contract. Resolution or denial is required within ten (10) days after the grievance is filed, or ten (10) days after referral to the Township Administrator.

ARTICLE XVI. MANAGEMENT RIGHTS

Section A. The Township hereby retains and reserves unto itself, without limitations, 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 of the United States, including but without limiting the generality of the foregoing, the following rights:

- (1) To the executive and management control of the Township Government and its properties and facilities and the activities of its employees.
- (2) To hire all employees, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees subject to the provisions of law.
- (3) To suspend, demote or discharge or take other disciplinary action for good and just cause according to law.

Section B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under N.J.S. Titles 40, 40A, 11A, or any other state or federal law.

ARTICLE XVII. SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

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.

ARTICLE XX. TERM

This Agreement shall be in full force and effect from January 1, 1996, through December 31, 1998. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, written notice may be given to the other party at any time, although there shall be no obligation on either party to commence negotiations prior to September 1, 1998, at which time, with or without prior notice from or to either party, they shall establish a date, to be not later than September 30, 1998, at which time they shall meet and exchange proposals to terminate, renew, amend or otherwise modify this Agreement.

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

EAST HANOVER
PBA LOCAL 227

TOWNSHIP OF EAST HANOVER

By: *[Signature]*
President
William H. [Signature]
Comptroller V. PRESIDENT

By: *[Signature]*
Lawrence J. Colasurdo, Mayor

ATTEST:

Marilyn J. Snow
Marilyn J. Snow, Township Clerk

