

RESOLUTION 2022-80
TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT
BY AND BETWEEN NORTH HANOVER POLICE ASSOCIATION AND
TOWNSHIP OF NORTH HANOVER REGARDING SETTLEMENT OF COLLECTIVE
BARGAINING AGREEMENT**

WHEREAS, on or about September 6, 2018, the North Hanover Township Police Association and Township of North Hanover entered into a Collective Bargaining Agreement effective January 1, 2017 through December 31, 2019 (hereinafter "CBA"); and

WHEREAS, the negotiations committees of the Township of North Hanover and the North Hanover Township Police Association agreed to terms set forth in a Memorandum of Agreement, establishing certain revisions to the CBA, as previously amended, that will the parties to settle the CBA; and

WHEREAS, the Memorandum of Agreement has been duly ratified and executed by the North Hanover Police Association on May 2, 2022; and

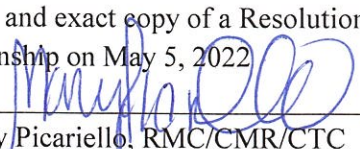
WHEREAS, the Township Committee desires to approve and ratify the Memorandum of Agreement on behalf of the Township.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey, does hereby approve and ratify the Memorandum of Agreement by and between the Township of North Hanover and North Hanover Township Police Association and the Mayor is hereby authorized to execute the agreement on behalf of the Township Committee.

BE IT FURTHER RESOLVED that a certified copy of the executed agreement be transmitted to the North Hanover Township Police Association and Chief Financial Officer.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Committeeman DeBaecke	X		X			
Deputy Mayor Forsyth			X			
Committeeman Kocubinski			X			
Committeeman O'Donnell		X	X			
Mayor Doyle			X			

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Township Committee of North Hanover Township on May 5, 2022



Mary Picariello, RMC/CMR/CTC
Township Clerk

**MEMORANDUM OF AGREEMENT
TOWNSHIP OF NORTH HANOVER
AND
NORTH HANOVER POLICE ASSOCIATION**

WHEREAS, on or about September 6, 2018, the North Hanover Township Police Association and the Township of North Hanover entered into a Collective Bargaining Agreement effective January 1, 2017 through December 31, 2019 (hereinafter "CBA"); and

WHEREAS, the negotiations committees of the Township of North Hanover and the North Hanover Township Police Association agree to the terms of this Memorandum of Agreement as set forth below as revisions to the existing CBA, as previously amended:

**ARTICLE VII
HOURS OF WORK AND OVERTIME**

Paragraphs A and B shall be replaced with the following:

A. The hours of work of full-time officers covered by the CBA shall consist of an 84-hour pay period for those members scheduled to work 12-hour shift. The hours of work for a full-time member that works a 12-hour shift shall consist of 168 hours in a twenty-eight (28) day work cycle, or 84 hours over a fourteen (14) day work cycle.

B. Based on the twelve (12) hour shift schedule, overtime at the rate of one and one-half time the members regular hourly salary shall only be paid for hours worked in excess of eighty-four (84) hours during the fourteen (14) day schedule work period. All paid leave time, except sick leave, shall be counted towards the eighty-four (84) hours for purposes of determining entitlement to overtime. Time spent on training in excess of the 84-hour work cycle shall be paid at the rate of straight time.

**ARTICLE VIII
SALARY**

Paragraph A shall be replaced with the following:

A. The Salary Schedule attached will be established for members of the Association effective January 1, 2020 and placement noted on the schedule, except as modified herein.

1. "Off guide" members (i.e., Duff, Mellor and Santiago) to receive 2% increase for 2020 and 2021 with retro paid for 2020 (regular base salary only) and 2021 (regular base salary only) and up to date of execution of successor agreement; for 2022, 2023 and 2024 1% increase. Members on Salary Schedule – 1% across the board to top step; 1% to commence in 2021 and continue for years 2022-2024 (any retro pay that may be due, if any, shall be on regular base salary); waiver of retro for 2020. Roll in of "Kelly" time and holiday pay commencing January 2022 at straight time rate and after application of 1% increase for 2022. The "Kelly" is calculated at 104 hours (26 pay periods x 4 hours). Roll in of "Kelly" time only applies to members working 84 hour pay periods, not those working 40 hour pay periods. Additionally, roll in of the holiday pay is based on 13 holidays stated in CBA (New Year's Day; Martin Luther King Day, President's Day, Good Friday,

Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day), commencing January 2022, all other holiday pay shall be eliminated. In that regard, any member who is not scheduled to work, or is scheduled to work or actually working on any of the Township's 13 recognized holidays, shall not be entitled to overtime or holiday pay. However, if a member is not scheduled to work, but is called into work and works on any of the Township's 13 recognized holidays, that member shall be entitled to receive "holiday pay" at the rate of one and one-half times their base hourly salary rate.

2. The parties agree that the salaries in this contract include Holiday and Kelly time and as such if either side ever seeks to remove Holiday or Kelly time from base pay, they are obligated to negotiate over any such proposal.

ARTICLE IX HOLIDAYS

This Article shall be revised to read as follows:

A. Commencing in 2022, holiday pay based on 13 holidays stated in CBA (New Year's Day; Martin Luther King Day, President's Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day) shall be rolled into base salary of current members. Commencing January 2022, all other holiday pay shall be eliminated. In that regard, any member who is not scheduled to work, or is scheduled to work or actually working on any of the Township's 13 recognized holidays, shall not be entitled to overtime or holiday pay. However, if a member is not scheduled to work, but is called into work and works on any of the Township's 13 recognized holidays, that member shall be entitled to receive "holiday pay" at the rate of one and one-half times their base hourly salary rate.

B. Subject to paragraph A above, the Township designated holidays are as follows:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Sunday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

ARTICLE XIII PERSONAL LEAVE

This Article shall be amended as follows:

C. A request for personal leave must be in writing not less than five (5) calendar days prior to the date of its requested usage except in cases of verified emergencies. Personal leave shall be subject to the approval of the Chief of Police.

ARTICLE XXV DURATION

This Article shall be amended as follows:

A. The agreement shall be effective as of January 1, 2020 and shall continue in full force and effect through December 31, 2024. All economic and benefit improvement under the agreement shall be effective beginning January 1, 2020, unless otherwise agreed to by the parties or otherwise stated herein.

NEW ARTICLE XXVI UNION RIGHTS

A. There shall be no threats, coercion, retaliation, or discrimination of any employee to either join, not join, or otherwise engage in union activity.

B. (i) The Township shall withhold union dues from each member's pay in an amount authorized by FOP Lodge 114. Dues shall not be withheld from officer's who are not members of FOP Lodge 114 as of June 27, 2018, unless the non-member officer so authorizes. Any new officer who becomes a member of FOP Lodge 114 will deliver or have delivered on her/his behalf to the Township's CFO, a request for payroll deductions signed by that officer. Any new member may submit the form at any time after they are hired.

(ii) The Association shall certify to the Township, annually and in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Township written notice prior to the effective date of such change.

(iii) The Association shall provide the necessary "check-off authorization" form and deliver the signed form to the Township's Finance Department.

(iv) The Association shall indemnify and hold harmless the Township from and against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization furnished by the Association to the Township, or in reliance upon the written notification by the Association advising of changes in deductions.

1. The parties acknowledge that the terms and conditions of the Memorandum of Agreement are subject to ratification by the Township of North Hanover and the North Hanover Township Police Association.

2. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

3. All proposal that are not included in the Memorandum of Agreement shall be deemed withdrawn by both parties.

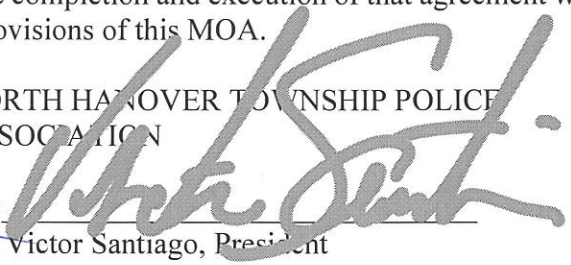
4. All other terms of the CBA not amended hereby shall remain in effect.

5. The parties agree that subsequent to the ratification of this MOA that all changes approved hereby and those previously approved by the parties subsequent to the 2017-2019 CBA shall be included in a single document. The timing of the completion and execution of that agreement will not however affect the implementation of the provisions of this MOA.

TOWNSHIP OF NORTH HANOVER

NORTH HANOVER TOWNSHIP POLICE
ASSOCIATION

By: 
Christopher Doyle, Mayor

By: 
Victor Santiago, President

Dated: 5-2-22

Dated: 5-2-2022