

Collective Bargaining Agreement

Township of New Hanover And New Hanover Township Police Department

TABLE OF CONTENTS

ARTICLE I. LEGAL REFERENCE.....	3
ARTICLE II. RECOGNITION.....	3
ARTICLE III. DEFINITIONS.....	3
ARTICLE IV. MEMBERS RIGHTS	3
ARTICLE V. MANAGEMENT RIGHTS.....	4
ARTICLE VI. VACATION.....	4
ARTICLE VII. SICK LEAVE.....	5
ARTICLE VIII. BEREAVEMENT LEAVE.....	6
ARTICLE IX. ADMINISTRATIVE LEAVE.....	7
ARTICLE X. OTHER LEAVES.....	7
ARTICLE XI. HOURS OF WORK/OVERTIME PAY/COMPENSATORY TIME.....	11
ARTICLE XII. SALARY AND OTHER PAY.....	11
ARTICLE XIV. K-9 UNIT.....	12
ARTICLE XV. GRIEVANCE PROCEDURE.....	13
ARTICLE XVI. RETIREMENT.....	15
ARTICLE XVII. MEDICAL BENEFITS.....	16
ARTICLE XVIII. UNIFORMS.....	17
ARTICLE XIX. SEVERABILITY AND SAVINGS.....	17
ARTICLE XX. DURATION OF AGREEMENT.....	17
ARTICLE XXI. FULLY BARGAINED AGREEMENT.....	17

ARTICLE I. LEGAL REFERENCE

- A. Nothing contained in this Agreement shall alter the authority conferred by law, Ordinance, Resolution or Administrative Code, and Police Department Rules and Regulations, upon any Township Official or in any way abridge or reduce authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to extent that they are applicable in the exercise of the responsibilities conferred upon them by law.
- B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify local laws.

ARTICLE II. RECOGNITION

The Township hereby recognizes the New Hanover Township Police Department as the sole and exclusive majority representative of all uniformed and non-uniformed full-time police officers employed by the Township of New Hanover below the rank of Chief of Police (herein referred to as "Members"). This excludes all other police officers and non-police employees within the meaning of the New Jersey Employer – Employee Relations Act, N.J.S.A. 34:13A-1 et. seq.

ARTICLE III. DEFINITIONS

- A. Full Time Officers – Full Time Officers are all regular full time Patrolmen, Detectives, Corporals, Sergeants, Lieutenants, and Captains employed by the Township in the Police Department who shall be subject to forty hours per week.
- B. Unit Members – Unit Members are all full-time officers below the rank of Chief of Police employed by the new Hanover Township Police Department.
- C. Probationary Officers – Probationary Officers are all full time Officers who are serving the first twelve (12) months of their employment, and whose appointment to permanent status is governed by Chapter 42 Section 8(A)(1) of the Code of the Township of New Hanover. The probationary period may be extended up to six (6) months upon recommendation of Chief of Police and at the discretion of the Township Committee. During the probationary period, Officers work at the discretion of the Township Committee and can be terminated at any time during that period with or without cause.

ARTICLE IV. MEMBERS RIGHTS

Pursuant to N.J.S.A. 34:13a-1 et. seq., The Township hereby agrees that Police Officer shall have the right to freely organize, join, support the FOP or PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid in the State of New Jersey. The Township undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any Police Officer in the enjoyment of any rights conferred under the laws of the State of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against Police Officers with respect to hours, wages, or any other

terms or conditions of employment by reason of his or her membership in the FOP or PBA, or its affiliates, collective negotiations with the Township, or his or her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

ARTICLE V. MANAGEMENT RIGHTS

- A. The Township of New Hanover retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon it, including but not limited to; executive management and administrative control of the Township government and its properties and facilities and the activities of its employees; to determine in its sole discretion, qualifications for and conditions of employment or assignment; to set the duties of a position and the hours of operation; and to promote, demote, transfer, suspend, discharge, or take disciplinary actions for just cause.
- B. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibility under Title 40 of the Revised Statutes or any other Federal, State, County, or Local Laws and Ordinances.

ARTICLE VI. VACATION

Number of Vacation Days –

The Township Chief of Police must approve the use of vacation time, in advance and have the approved time signed off by the Administrator. While approval of vacation leave shall not be unreasonably withheld, the use of vacation leave shall be subject to staffing levels as solely determined by the Township Chief of Police. Employees should submit vacation requests, on the “Paid Leave Request for Time Off form as early as possible to ensure adequate staffing. But not less than one (1) week prior to the day(s) off.

Regular Full-Time employees shall receive vacation leave in the beginning of each year as set forth below:

- Up to the second anniversary of the employee’s date of hire, employees shall earn 65 (sixty-five) hours of vacation leave;
- After the second anniversary of the employee’s date of hire, employees shall receive 91 (ninety-one) hours of vacation leave;
- After the sixth anniversary of the employee’s date of hire, employees shall receive 117 (One hundred Seventeen) hours of vacation leave.

Employees returning from a break in employment with the Township of New Hanover will be considered new employees and all vacation leave will be calculated based on the date of re-hire.

The maximum amount of annual vacation leave that may be carried over to the next calendar year shall be equal to the amount of annual vacation leave earned during the immediately preceding calendar year.

Upon separation in good standing unused accrued vacation leave time will be paid to the employee. The total vacation leave time paid out shall not exceed the total amount of annual leave hours earned the previous calendar year.

- A. Accrual of Vacation Time – Vacation time shall accrue at each employee's anniversary of employment.
- B. Scheduling Vacation – All vacation time must be requested in writing on the proper form provided by the Township Clerk, as early as possible, but not less than one (1) week prior to the day(s) off. A written request form must be presented to the Chief of Police for approval, and then to the Township Administrator. The Chief of Police has the discretion to approve or deny vacation requests.

ARTICLE VII. SICK LEAVE

The Township permits an employee, pursuant to N.J.S.A. § 34:11D-3(a), to use the earned sick leave accrued for any of the following instances:

- (1) Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
- (4) Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or
- (5) If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

In regard to the above, the Township requires two (2) days' notice for any foreseeable use of sick leave, such as a doctor's appointment.

Regular Full-Time employees shall receive sick leave in the beginning of each year as set forth below:

- Up to the second anniversary of the employee's date of hire, employees shall receive Sixty-two hour and 40 minutes (62.40) of sick leave at the beginning of each year;

- Following the second anniversary of the employee's date of hire, employees shall earn Seventy-eight hours (78) of sick leave at the beginning of each year;

Part Time employees shall accrue one (1) hour of sick leave per every thirty (30) hours worked.

Employees returning from a break in employment with the Township of New Hanover will be considered new employees and all sick leave will be calculated based on the date of re-hire.

Upon separation from employment with the Township of New Hanover, accrued sick leave will not be paid out.

- A. Notification Requirements – All members are required to notify the Chief of Police of an absence due to illness two (2) hours prior to beginning of their scheduled shift, unless it is an emergency.
- B. Accumulation of Sick Time – All unused sick time may be accumulated for use in subsequent years.
- C. Sick Time Payment at Resignation/Retirement – Each member shall be entitled to accumulate sick time in accordance to Section B above. The member shall be entitled to sell back the accumulated sick time upon resignation in good standing or retirement, not to exceed one hundred thirty (130) hours based on the time earned for the current year.
- D. Compensatory Time
Police Officers will receive 80 hours per year for compensatory time and will be allowed to carry over only 80 hours per year. Anything above 80 hours to be paid out at 1 ½ times salary annually.

Article VIII. Bereavement Leave

In the event of death of a family member or other acquaintance, as defined below, the member is permitted to take the following paid bereavement leave:

- Immediate Family- a maximum of five (5) consecutive days for each occurrence. Immediate family shall be defined as spouse, mother, father, child, sibling, grandparents, in-law, or any person who may live within the household as part of the member's family.
- Relative- A maximum of three (3) days for each occurrence. Relatives refer to aunts, uncles, nieces, nephews and cousins.

Others- A maximum of one (1) days for each occurrence for a total of six (6) days per year. Half days may be used in this circumstance. "Others" is defined as friends, acquaintances or distant relatives. If additional bereavement leave is necessary, it may be taken as vacation time. Members who need to use bereavement leave shall notify the Chief of Police as soon as possible.

ARTICLE IX. ADMINISTRATIVE LEAVE

Each member is entitled to 3 days per event hours of administrative leave each calendar year. Administrative leave shall not be accumulated. After 3 days, the Chief of Police will assess additional administrative leave, if necessary.

The purpose of administrative leave will be to on job related occurrence for trauma and/or catastrophic instances. Administrative leave must be scheduled with the Chief of Police. Whenever possible, notice of such leave should be requested twenty-four (24) hours prior to absence.

ARTICLE X. OTHER LEAVES

- A. Leave of Absence – Members may be granted a personal leave of absence for up to six (6) months at the sole discretion of the Chief of Police with approval of the Township Committee. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of the leave request. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay.

Personal leave shall not be granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. A personal leave is granted with the understanding that the member intends to return to work for the Township. If the member fails to return within five (5) business days after the expiration of the leave, without just cause or approval for extended time off, the member shall be considered to have resigned.

Family and medical Leave Act – The Township shall provide family and medical leave in accordance with the federal Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”). The Township will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the employee and/or the Township. The employee shall be afforded the most favorable rights if there is a conflict in the rights afforded to the employee under the laws. Leave under FMLA shall be concurrent with all other available paid and unpaid time off, including but not limited to Workers Compensation leave, paid sick time and NJFLA Leave.

FMLA Leave – The FMLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twelve (12) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
- e. because of any qualifying exigency arising out of the fact that the employee’s family member is a military member on active duty or call to

covered active duty status (or has been notified of an impending call or order to covered active duty).

In addition, eligible employees may take up to a combined total of twenty-six (26) unpaid workweeks in a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

FMLA Eligibility – To be eligible for FMLA leave, an employee must have: (i) worked for the Township for at least twelve (12) months; (ii) worked at least 1,250 hours in the twelve (12) months immediately preceding commencement of the leave; and (iii) be employed at a worksite where the employer has at least fifty (50) employees within seventy-five (75) miles. The twelve (12) months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1,250 hours worked shall be determined according to the principles established under the Fair Labor Standards Act (“FLSA”) for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201(b), married couples both employed by the Township are limited to a combined total of twelve (12) weeks of leave during the applicable twelve (12) month period if the leave is taken for the birth of a child, or to care for such child after birth; for placement of a child with the staff member for adoption or foster care or in order to care for the child after placement; or to care for the staff member’s parent with a serious health condition.

Returning from FMLA Leave – Upon return from FMLA leave, an employee shall be entitled to the position he/she held when the FMLA leave commenced, or to an equivalent position of like seniority, status, employment benefits, pay, and other conditions of employment. If the Township experiences a reduction in force or layoff and the employee would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system, including a system under any collective bargaining agreement, the employee shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws.

Certification of Health Care Provider – The Township expects that requests for FMLA leave for the purposes of the employee’s own serious health condition, or to care for a family member with a serious health condition, shall be accompanied by a completed Certification of Health Care Provider (attached). Notwithstanding, following submission of a request for FMLA leave, an employee shall have up to fifteen (15) calendar days to provide the Township with a completed Certification.

Prior to designating an employee for FMLA leave, he/she shall be required to provide the Township with the attached FMLA Certification of Health Care Provider form, completed by the employee’s and/or employee’s family member’s health care provider. The information contained in the completed Certification shall guide the Township in appropriate designation of the employee’s leave of absence. The Township reserves the right to seek additional documentation

necessary to initiate/continue an employee's FMLA leave, in accordance with applicable FMLA regulations.

FMLA Entitlement Period – The method to determine the twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will be a “rolling” twelve (12) month period measured backward from the date an employee uses any family leave.

Employment While on FMLA Leave – An employee designated for FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Township. The employee may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Leave – The NJFLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twenty-four (24) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition; or
- d. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

NJFLA Eligibility – To be eligible for NJFLA leave, an employee must have: (i) worked for the Township for at least twelve (12) months; and (ii) worked at least 1,000 hours in the twelve (12) months immediately preceding commencement of the leave. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The Township shall grant a family leave under the NJFLA to more than one employee from the same family at the same time, provided such employees are otherwise eligible for the leave. N.J.A.C. 13:14-1.12.

Employment While on NJFLA Leave – An employee designated for NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Township. The employee may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Entitlement Period – The method to determine the twenty-four (24) month period in which the twelve (12) weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four (24) month period measured backward from the date an employee uses any leave.

Intermittent and/or Reduced Schedule Leave – Requests for intermittent and/or reduced schedule leave under both the FMLA and the NJFLA shall be reviewed by the Township on a case-by-case basis and in accordance with the federal and State laws and regulations promulgated thereto.

Relationship to Other Laws – If the employee is eligible for leave for reasons provided under both the FMLA and NJFLA, then the leave time taken shall be concurrent and be applied to both laws. In the event the reason for the family leave is recognized under one law and not the other law, the employee is eligible for each law’s leave entitlements within one twelve (12) month period. For example, an employee may use his/her FMLA leave for a twelve (12) week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve (12) weeks of FMLA leave, the employee would be eligible for a twelve (12) week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.

During any period of designated FMLA/NJFLA leave, the Township shall continue an employee’s group health benefits in a manner consistent with that to which the employee received immediately preceding commencement of the FMLA/NJFLA leave. The employee is responsible to make all group health benefits contributions during his/her leave period, in accordance with Chapter 78, P.L. 2011, and any applicable collective negotiations agreement. If an employee does not return to work after his/her FMLA/NJFLA leave expires, the Township is entitled to recover health insurance costs paid while the employee was on FMLA/NJFLA leave.

Following exhaustion and/or termination of the FMLA/NJFLA leave period, the Township may continue an employee’s group health benefits, at the employee’s request. In the event that the employee determines to continue his/her group health benefits following a period of designated FMLA/NJFLA leave, he/she shall be solely responsible for the full premium amount due.

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to six (6) consecutive weeks (twelve (12) weeks, effective July 2020) of Family Leave Insurance (“FLI”) payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or FLA leaves.

Military Leave Policy –

The Township recognizes that a strong, ready Reserve and National Guard are essential to the defense of this nation in time of national emergency, disaster, domestic violence, or foreign aggression. The Township also encourages its employees to serve in the Reserve or National Guard and recognizes the great personal and economic sacrifices of the patriotic men and women who may be called to duty in time of crisis.

Military leave with pay will be granted to an employee in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38a:4-4 and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

- A. Convention Leave – Two members of the respective New Hanover Police Union, not specifically the delegate, shall be permitted to attend any State or National Conference without loss of pay as per N.J.S.A. 11a:6-10 and 40A:14-177 of the New Jersey Statutes.

ARTICLE XI. HOURS OF WORK/OVERTIME PAY/COMPENSATORY TIME

- A. Hours of Work – Members will work eighty (80) hours during a two-week period on a schedule determined by the Chief of Police.
- B. Overtime – Overtime for members shall be paid at the rate of one and one-half (1 ½) times the member’s hourly rate of pay for all of those hours worked in excess of eighty (80) hours per bi-weekly period. All approved time off, except sick time, shall count towards hours worked for the purpose of calculating overtime.
- C. Outside Employment – all outside employment shall be approved by the Chief of Police and Township Committee.
- D. No Police Officer may work Police-Off Duty work and scheduled work at the same time. In the event of an emergency during regular scheduled work, Officer must punch out (if possible) or notify the Chief of Police of the Off-Duty status.

ARTICLE XII. SALARY AND OTHER PAY

- A. Method of Payment – The Township shall divide the members established salary by the appropriate number of pay dates in each year of the contract on a weekly basis to establish the member’s pay. Member shall be paid on a bi-weekly basis. Step increases are in effect on January 1st of each year.
- B. Salary Guide

	2023	2024	2025	2026	2027
Recruit	\$29,120.00	\$31,200.00	\$31,200.00	\$31,200.00	\$31,200.00
Step 1	\$45,760.00	\$46,217.60	\$46,679.78	\$47,146.58	\$47,618.05
Step 2	\$48,963.20	\$49,452.83	\$49,947.36	\$50,446.83	\$50,951.31
Step 3	\$52,390.62	\$52,914.53	\$53,443.68	\$53,978.11	\$54,517.90
Step 4	\$56,057.96	\$56,618.55	\$57,184.74	\$57,756.58	\$58,334.15
Step 5	\$59,982.02	\$60,581.85	\$61,187.67	\$61,799.54	\$62,417.54
Step 6	\$64,180.76	\$64,822.58	\$65,470.81	\$66,125.51	\$66,786.77
Step 7	\$68,673.41	\$69,360.16	\$70,053.77	\$70,754.30	\$71,461.84
Step 8	\$73,480.55	\$74,215.37	\$74,957.53	\$75,707.10	\$76,464.17
Step 9	\$78,624.19	\$79,410.45	\$80,204.56	\$81,006.60	\$81,816.66
Step 10	\$84,127.88	\$84,969.18	\$85,818.88	\$86,677.06	\$87,543.83

Detective – Step + \$2,500 additional per year

Corporal – Step + \$5,000 additional per year

Sergeant – Step + \$7,500 additional per year

Lieutenant – Step + \$10,000 additional per year

After Step 10 pay increases will be determined by the Township Committee at a percentage rate that is consistent with all current employees.

Newly hired police officers shall be placed in the salary guide depending on their length of service, experience and training. The placement of newly hired police officers into a step shall be at the sole discretion of the township Committee with the advice of the Chief of Police.

If a Police Officer leaves New Hanover Township before two years of service, the Township shall be reimbursed a monetary value of \$3,500.00 for all training by either the receiving Township or by the Police Officer if not continuing in the field.

- C. Call Back Time – Members who are called back to work after having left the premises of the Township, and/or at a time not contiguous to the member's regular work time shall receive a minimum of two (2) hours pay at a rate of one and one-half (1 ½) times the members hourly rate. Should the call-in time exceed two (2) hours, then the member shall be paid at the rate of one and one-half (1 ½) time for the actual time worked. Members can be ordered to return to work at the discretion of the chief of Police.

ARTICLE XIV. K-9 UNIT

Officers assigned to K-9 duty shall receive two thousand five hundred dollars (\$2,500.00) annually, prorated for the period of time that they are assigned to that duty. This additional sum is paid to the officer as supplementary compensation to the officer for the additional hours spent training, grooming and otherwise caring for the police dog assigned to him/her. Payment is split evenly over each quarter of the calendar year. Payment is made in the first pay period of each quarter. (March, June, September & December).

The K-9 Officer Shall be permitted to take home a vehicle at the convenience of the department, at the discretion of the Chief of Police and Township Committee.

It is understood that this compensation is not based upon the officer's normal hourly rate as a police officer. As provided in the Fair Labor Standards Act (FLSA) the hourly rate is lower than the normal rate paid to police officers since the work being performed during the overtime period is related to the care of the police dog, not normal law enforcement duties. Since the exact numbers of overtime hours spent on the care of the police dog are difficult to maintain, this supplementary compensation is intended to more than compensate the officer for the number of additional hours necessary for the care of the police dog assigned to him/her based upon an hourly rate appropriate for this work.

The K-9 Officer may be afforded the opportunity to train and care for the dog on duty time, when his/her duties permit.

The K-9 Officer is permitted to attend training, seminars, functions, etc. at the discretion of the Chief of Police.

Veterinary Care, food, equipment, and other essentials for the K-9 unit and police dog are to be paid for by the Township while in service.

After three (3) years of assignment with a police dog (Anniversary of receiving police dog), the K-9 Officer is awarded custody of the police dog if they resign in good standing or retire for a monetary value at the discretion of the Township Committee. The police dog continues to be custody of the Township as long as the K-9 Officer is employed and assigned to the unit. If before one (1) year the Township has sole discretion to place a monetary value or deny release of the police dog. If before two (2) years the monetary value is not to exceed ten thousand dollars (\$10,000). If the K-9 Officer resigns in good standing or retires before three (3) years with the police dog, the Township can instill a monetary value on the dog not to exceed five thousand dollars (\$5,000). The Township Committee has the discretion to negotiate the monetary value at the time of resignation.

1-2 at the discretion of the Township Committee – up to \$10,000

3-5 at the discretion of the Township Committee – up to \$5,000

6+ at the discretion of the Township Committee – up to \$2,500

If the police dog is determined to no longer be fit for duty or retired, the Township will continue to provide an insurance policy on the K-9 and provide for food with a cap of a yearly allowance of \$1500 for both insurance and food combined, as long as the K-9 Officer is employed by the Township. The stipend of \$2,500.00 will stop upon retirement of the K-9. If the Officer leaves the employment of the Township, the Township will no longer provide insurance or food or stipend. All equipment purchased by the Township will be returned to the Township unless other arrangements are made with the Township Committee.

The Township Committee has the discretion to continue or discontinue the K-9 Program.

ARTICLE XV. GRIEVANCE PROCEDURE

A. Definitions:

- (1) Grievance – A grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this agreement, or a claim, violation, misinterpretation or improper application of the policies or administrative

decisions affecting the terms and conditions of the employment as defined in the Employment-Employer Relations Act.

(2) Aggrieved – An aggrieved person means a member or members instituting a grievance.

B. Purpose – The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may for time to time arise affecting members. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure – The number of days at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances must be submitted in writing.

Step 1- All grievances must be presented within ten (10) working days after the occurrence complained of, or when the member should have known of the occurrence, to the Chief of Police. Failure to act and file written grievances with ten (10) days of the date of the occurrence shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall review the grievance as he deems appropriate and necessary. The Chief of Police shall communicate his decision in writing to the aggrieved within ten (10) working days from the receipt of the grievance.

Step 2- If the aggrieved is not satisfied with the decision, the aggrieved must submit a written grievance to the Township Administrator detailing the facts and the relief requested. The decision in Step 1 will be deemed final if the member fails to submit a written grievance to within ten (10) working days of the Step 1 decision. The Township Clerk will render a written decision to the member within ten (10) working days after the receipt of the written grievance.

Step 3- If the aggrieved is not satisfied with the Township Administrator's decision, the aggrieved must submit a written grievance to the Township Mayor detailing the facts and the relief requested. The decision in Step 2 will be deemed final if the member fails to submit a written grievance within ten (10) working days of the Step 2 decision. The Township Mayor will render a written decision to the member within ten (10) working days after the receipt of the written grievance.

Step 4- If the aggrieved is not satisfied with the Township Mayor's decision, the aggrieved must submit a written grievance to the Township Committee detailing the facts and the relief requested. The decision in Step 3 will be deemed final if the member fails to submit a written grievance within ten (10) working days of the Step 3 decision. The Township Committee will render a written decision to the member within twenty (20) days after the receipt of the written grievance.

Step 5- if the aggrieved and the union are not satisfied with the Township Committee's decision, the aggrieved and the union may file for arbitration with the Public Employee's Relations Commission (PERC). The aggrieved and the Union must file the required paperwork within ten (10) days, the Commissions decision shall be deemed final and binding.

All costs for an arbitration will be borne equally by both parties. Any other costs incurred by either part will be the sole responsibility of that party.

Failure of the Township to respond to any step of the grievance procedure within the prescribed time limits will automatically move the grievance to the next Step.

ARTICLE XVI. RETIREMENT

When a member retires in good standing as per current Police and Firemen's Retirement System, that member shall be entitled to receive a retired Officer's identification and departmental badge identifying the member's rank at retirement. The member shall also be entitled to receiving his department issued duty handgun and three (3) magazines. If the member elects not to receive the department issued handgun, there will be no compensation in lieu of receipt of the handgun.

When a member retires in good standing with twenty-five (25) years of service under the Police and Firemen's Retirement System, that member shall be entitled to receiving a retired Officer's identification and departmental badge identifying the member's rank at retirement.

When a member is injured in the line of duty and retired in good standing with the Township as well as the accidental disability provisions of the Police and Firemen's Retirement System, the member shall be entitled to receive a retired Officer's identification and departmental badge identifying the member's rank at retirement.

Any member who retires under the Police and Firemen's Retirement System and does not meet any of the requirements as outlined above but feels they should receive a retired Officer's identification and/or departmental badge shall make written request to the Chief of Police. In conference with the Township Committee, the decision of the Chief of Police shall be final.

ARTICLE XVII. MEDICAL BENEFITS

Medical Benefits –

New Hanover Township participates in the New Jersey State Health Benefits. These plans provide employees and their dependents access to medical insurance benefits. Only FULL-TIME employees (and their dependents) are eligible for State Health Benefits.

Eligible employees may participate in the health insurance plan of their choice subject to all terms and conditions of the agreement between New Hanover Township and the insurance carrier.

A change in employment classification or change in personal circumstances may result in loss of eligibility to participate in the health insurance plan. The Township may require employees to re-enroll on an annual basis in order to verify proper coverage for employees and their eligible dependents. Employees shall notify the Municipal Clerk/Administrator of any change in circumstances affecting their coverage, e.g., birth, death, divorce, or a covered dependent reaching the age of twenty-six (26). The Township reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

Loss of coverage may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

This is not currently provided for to any employee and should continue with current policy.

Any member whose situation changes during the year and wishes to enroll in the Township's health insurance coverage will be accommodated as the New Jersey Health Benefits Plan allows.

- A. Workers Compensation Insurance – Members who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Township provided Workers Compensation benefits through its membership in a Joint Insurance Fund. Any occupational injury or illness must be immediately reported to the Supervisor and the Chief of Police, who will then inform the Township Clerk or his/her designee responsible for the filing of insurance claims. All required medical treatment must be performed by a Workers Compensation Physician designated by the Joint Insurance Fund and payment for unauthorized, medical treatment may not be covered pursuant to the Act.

Members injured in the line of duty will receive their full pay, to include any scheduled increases and benefits until they are cleared to return to work, or for one (1) year, whichever occurs first. Workers Compensation payments received by the member will be signed over to the Township. Whenever possible, every effort will be made to have the benefit checks sent directly to the Township.

- B. Disability Insurance – The Township provides Disability Insurance to member who are injured away from the job but are unable to perform their duties with the Township. Any injured member who is eligible for Disability Insurance must report that injury immediately to the Chief of Police who will then notify the Township Clerk. The Township Clerk will provide the required forms for completion.

All members injured off the job will have the option of receiving his/her full pay with the use of sick time. If the member chooses this option, Disability payments received by the member will be signed over to the Township or, whenever possible, the benefit checks will be sent directly to the Township.

ARTICLE XVIII – UNIFORMS

New Officers will receive an allowance of \$1500 for the first year to include the following: Regular Duty Gear (pants, long-sleeve and short-sleeve shirt, boots, winter hat, summer hat, duty/gun belt, OC spray) and Class A uniform to include pants, long-sleeve shirt, hat, name plate, tie, tie bar, leather belt, under belt and boots and thereafter uniform allowance will be \$750.00 per year.

Any additional purchases will be the responsibility of the officer.

ARTICLE XIX. SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any officer or group is held to be contrary to Law, then such provision or application shall not be deemed valid and continuing except to the extent permitted by Law, but all Provisions or applications shall continue in full force and effect.

ARTICLE XX. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2023 through and including December 31, 2027. The subject Agreement shall determine the rights and responsibilities of the parties for the Agreement by and between from January 1, 2023 to December 31, 2027.

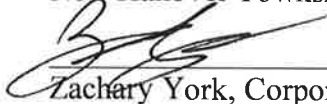
This Agreement remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

ARTICLE XXI. FULLY BARGAINED AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement represents and incorporates the complete and final understanding of settlement by and between the parties on all bargained issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter contained herein, nor covered by this Agreement, nor within the contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

New Hanover Township Police Department


Zachary York, Corporal
Michael Gippet, Police Officer

Township of New Hanover


Paul Peterla, Mayor
Susan D. Jackson, Administrator/Clerk

