

North Hanover Township

Township Clerk's Office

41 Schoolhouse Road
Jacobstown, NJ 08562
Telephone (609) 758-2522
Facsimile (609) 758-3016

October 15, 2018

J Anderson, Esq.

RE: Open Public Records Request – 10/05/2018

Ms. Don:

The Township of North Hanover received your Open Public Records Act (OPRA) request on October 5, 2018. As such, the seven (7) business day deadline to respond to your request is October 16, 2018. This response to your request is being provided to you prior to the aforesaid deadline.

Item #1 – Attached.

Item #2 – No such record exists.

Item #3 – Attached. 1/2017-12/2019 police contract page 8 sub section E

Item #4 – Attached.

Item #5 – Attached.

Item #6 – Attached. police contract Schedule A, page 17 (as previously discussed)

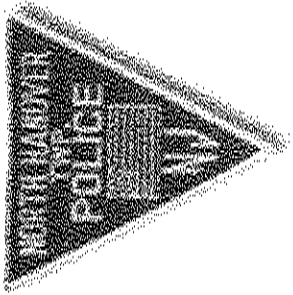
You have a right to appeal the decision that the document or documents are not public records. You may take your appeal to the Public Records Council or to the New Jersey Superior Court, as provided by P.L. 2002, c.404. If your request has been denied, a statement of the procedures for the appeal will be attached to this notification.

Sincerely,



Mary Picariello, RMC/CMR/CTC
Municipal Clerk

SENT VIA EMAIL: opra+request-2549-433a97ac@requests.opramacine.com



**NORTH HANOVER TOWNSHIP
POLICE DEPARTMENT**
41 Schoolhouse Road, Jacobstown, NJ 08562
(609) 723-8300 Office (609) 758-3351
northhanoverpolice@comcast.net

CHIEF OF POLICE
Mark Kenbler

#1

POSITION:

POLICE CORPORAL

DEFINITION:

The corporal shall be assigned to that rank by the Chief of Police, in conjunction with the governing body of the Township, with the final determination made by the governing body upon recommendation by the Chief of Police. The corporal shall assume all the additional duties of a Sergeant in the absence of the same.

NATURE AND SCOPE OF THE POSITION:

1. Shall act under the direction of the Chief of Police.
2. Shall supervise all subordinate officers in all duties.
3. Is responsible for the activities of field or headquarters personnel.
4. Shall oversee and take part in Police activities intended to provide order, maintenance, assistance and protection for persons and property, observance of law, and the detection and apprehension of law violators.
5. Shall enforce the traffic laws of the state and the township.
6. Shall enforce the criminal laws of the state and the township
7. Shall be responsible for additional duties as may be prescribed by the Chief of Police.

06/2011

RESOLUTION 2016-125
TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON

APPOINTMENT OF A CORPORAL FOR THE NORTH HANOVER TOWNSHIP
POLICE DEPARTMENT

WHEREAS, N.J.S.A. Title 40 and Title 40A provide for the Appointment of Certain Officers, Appointees, and Employees to be appointed in Township Positions to carry out the lawful duties and responsibilities of the Township; and

WHEREAS, the Township of North Hanover has entered into a contract with the North Hanover Township Police Association that provides provides for the rate of Compensation, Salary, or Wages of Certain Officers, Appointees and Employees of said Township.

NOW THEREFORE BE IT RESOLVED, that the following Officers, Appointees, and Employees are hereby appointed for their respective terms, as follows:

Corporal ~ Richard Mellor

Effective Date of Employment/Position: 9/15/2016

BE IT FURTHER RESOLVED, that the above named position will be compensated as per the Bargaining Agreement, Salary Ordinance and Salary Resolution.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Deputy Mayor Butler		X	X			
Committeeman De Lorenzo	X		X			
Committeeman Kocubinski			X			
Committeeman O'Donnell			X			
Mayor Durr			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 September 15, 2016.

Mary Picariello
Acting Township Clerk

Agreement
Between
Township of North Hanover
And
North Hanover Township Police
Association

January 1, 2017 through December 31, 2019

#2
#10

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PREAMBLE

THIS AGREEMENT entered into by and between the TOWNSHIP OF NORTH HANOVER, in the county of Burlington, state of New Jersey, a municipal corporation of the State of New Jersey, hereinafter called "Township" and the NORTH HANOVER TOWNSHIP POLICE ASSOCIATION affiliated with FOP LODGE #114 and represented by the Fraternal Order of Police New Jersey Labor Council, hereinafter called the "Association".

ARTICLE I RECOGNITION

A. The Township hereby recognizes the Association, as represented by the Fraternal Order of Police, New Jersey Labor Council, as the exclusive collective negotiations agent for all full-time police officers and sergeants, excluding all other superior officers and all other employees of the Township.

B. Pursuant to the New Jersey Employer-Employee Relations Act the parties hereby agree that employees covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from any of the foregoing. Neither the Township nor the Association shall discourage or coerce any of the employees in the unit with respect to their rights under the aforementioned statute.

ARTICLE II MANAGEMENT RIGHTS

A. The Township retains and reserves unto itself without limitation all power, rights, authority duties and responsibilities covered 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 manage and control the Township Government, its properties and facilities and the job activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to extend such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

ARTICLE III NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slowdown, or walkout against the Township.
- B. The Association covenants and agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and that the Association will publicly disavow such actions and advise all such members who participate in such activities to cease and desist from same immediately and return to work. The Association agrees that it will not support or participate in any of the aforementioned activities engaged in by another employee or group of employees of the Township.
- C. In the event of a strike, slowdown, walkout or job action, the Association recognizes that the Township may consider such activities by any Association member or any employee represented by the Association to constitute grounds for disciplinary action, including discharge.
- D. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of any breach of this Article by the Association, its members or employees represented by the Association.

ARTICLE IV BULLETIN BOARD

The Association shall have the use of a bulletin board purchased by the Association to be placed in the locker room in the police sector of the municipal building. The bulletin board shall be used solely for business matters relating to the Association. Any material placed on the bulletin board shall be signed and dated by a representative of the Association and a copy furnished in advance to the Chief. The bulletin board shall be used for matters strictly relating to the Association as the bargaining agent for employees covered under this Agreement.

ARTICLE V SENIORITY

- A. Seniority is defined to mean the accumulated length of full-time continuous service with the Township, computed from the last day of hire.

B. Seniority shall be lost, and employment terminated if any of the following occur:

1. Discharge;
2. Resignation;
3. Failure to return promptly upon expiration of an authorized leave;
4. Failure to return to work after a recall from layoff;
5. Absence for five (5) consecutive days without leave or notice.

ARTICLE VI GRIEVANCE PROCEDURES

A. Definition

A grievance is a claim based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement, or policies and administrative decisions affecting the terms and conditions of employment of employees covered by this Agreement. However, only claims based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement including discipline in excess of one (1) day fine or suspension, may proceed to arbitration. All other grievances may be grieved only through Step Three. A grievance may be raised by an individual or the Association at the request of and on behalf of an individual or group of individuals.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise affecting employees in the bargaining unit. The parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

C. Procedure

The numbers of days indicated at each level are the maximum. The time limits may, however, be extended by mutual agreement. Grievances must be filed by the aggrieved within thirty (30) calendar days of the alleged occurrence and failure to act within the aforementioned thirty (30) calendar days shall be deemed to be an abandonment of the grievance.

D. Grievance Steps.

Step One:

A unit member with a grievance shall present the grievance in writing to the Chief of Police or his duly designated representative within thirty (30) calendar days of its occurrence. The Chief, or his designee shall respond to the grievance in writing within ten (10) working days.

Step Two:

If the grievance is not resolved at Step One, or in the event no decision has been received within the time set forth in Step One, the aggrieved may, within ten (10) calendar days thereafter

submit the grievance to the Police Commissioner. The Police Commissioner shall review the matter and issue a decision within twenty-one (21) calendar days after receipt of the grievance.

Step Three:

If the grievance has not been resolved at Step Two or if no decision has been received within the time set forth in Step Two, the aggrieved may within ten (10) calendar days submit the grievance to the Township Committee for a decision. The Township Committee shall issue a decision in writing within twenty-one (21) calendar days after receipt of the grievance.

Step Four:

If the grievance has not been resolved at Step Three or if no answer has been received by the Association within the time set forth in Step Three, the aggrieved within (10) calendar days may file for arbitration with the Public Employment Relations Commission. An arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission. The arbitration proceeding shall be conducted in accordance with the following:

1. The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusion.
2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
3. The arbitrator shall confine his decision solely to the interpretation and application of the Agreement and shall confine his decision to the issue submitted for arbitration.
4. The decision of the arbitrator shall be final and binding on the parties' subject to the rights of the parties with respect to case law and statutes.
5. The fees and expenses of the arbitrator shall be borne equally by the parties.
6. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring the same.

E. Miscellaneous

1. An aggrieved person may be represented at all stages of the grievance procedure by a representative of the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. If the grievance is not appealed by the grievant and/or the Association from one step to the next step or to arbitration within the time limits specified for each step, or a mutually extended time, the grievance shall be considered to be decided on the basis of the last decision of the Township and shall not be eligible for further appeal.

3. If the Township claims that the Association has violated any provision of the Agreement, the Township may present such claim to the Association in writing within thirty (30) days of its occurrence. If the parties fail to settle the Township grievance within thirty (30) days, the Township may file for arbitration in accordance with the provisions of this Agreement.

ARTICLE VII HOURS OF WORK AND OVERTIME

A. The hours of work of full-time for employees covered under this Agreement shall consist of one hundred sixty-eight (168) hours in a twenty-eight (28) day work cycle.

B. Time spent on training between one hundred sixty (160) and one hundred sixty-eight (168) hours in the twenty-eight (28) day work cycle shall be paid at the rate of straight time. However, other work in excess of one hundred sixty (160) hours in a twenty-eight (28) day period will be paid for at the rate of time and one-half (1-1/2) the regular straight time rate of pay.

C. If an officer is called in for duty beyond their regularly scheduled hours assigned, the officer will be paid for a minimum of four (4) hours' time at time and one-half (1-1/2) his/her regular hourly rate. The officer shall receive this minimum pay regardless of whether the officer otherwise qualifies for overtime within this Article. An officer who is called in for duty over the normal scheduled hours assigned shall report to the Officer-in-Charge to determine whether there is some additional duty that is required for the balance of four hours for which the officer is being paid.

D. The schedule will consist of 2 days ON, 2 days OFF; 3 days ON, 2 days OFF; 2 days ON, 3 days OFF cycle. The Chief of Police has the right to change the schedule in order to maintain the efficiency or effectiveness of the department. The Chief of Police will provide all officers with 30 days' notice of a change to the schedule the Chief of Police deems as permanent.

ARTICLE VIII SALARY

A. The Salary Schedule A attached hereto will be established for members of the Association effective January 1, 2017 and placement will be noted on the schedule, except as modified herein.

1. Current members of the Association, upon execution of this agreement, shall receive retroactive salary compensation within 30 days.

2. Retroactive Compensation shall consist of full compensation for regular base salary for the year 2017 and in the year 2018, up to and including the date of the first payroll following execution of this agreement. Retroactive Compensation for Overtime hours worked by members of the Association shall be compensated for the year 2017 and in the year 2018, up to and including the date of the first payroll following execution of

this agreement, of the amount earned, to a maximum of five hundred dollars (\$500.00).
3. Henceforth, all provisions of the Salary Guide will be followed with respect to payroll.

B. For any full-time police officer who is included in "Step" pay scale, that officer shall move to the next step on the Schedule on January 1, of the new calendar year. However, that officer's pay shall only be paid at the rate as set forth in the Salary Schedule and that officer shall not be entitled to receive, as part of their salary and, any additional cost of living adjustment that may be paid to officer's whose salary is not included within the pay scale.

C. If a police officer is hired prior to June 30th of a year, the employee will move to step 2, in the salary schedule, on January 1st, of the next calendar year. If the employee is hired after June 30th of a year, the employee will not move to step 2 until the subsequent January 1 calendar year.

D. A police officer shall not be eligible for promotion to the rank of sergeant under this contract until and unless the officer has been employed as a full-time police officer with the Township for a minimum of three full consecutive years counted from the first date of employment as a full-time officer with the Township. In addition, no sergeant shall become eligible for salary range established for Sergeant II on the Salary Schedule until after being employed with the Township for fifteen (15) consecutive years as a full-time police officer.

E. A police officer shall not be eligible for promotion to the rank of corporal under this contract until and unless the officer has been employed as a full-time police officer with the Township for a minimum of three full consecutive years counted from the first date of employment as a full-time officer with the Township. The methodology for promotion to this rank shall be established by the Chief of Police, in conjunction with the governing body of the Township, with the final determination made by the governing body upon recommendation by the Chief of Police.

F. In the event that the Township hires a police officer having more than one (1) year of work experience, the Township Committee, in its sole discretion after consultation with the Chief of Police, may consider placing that officer no higher than step 4 in the Salary Schedule.

G. A police officer shall not be eligible for a full-time assignment to the Detective Bureau until and unless the officer had been employed as a full-time police officer with the Township for a minimum of 1 year. All sworn officers assigned to the Detective Bureau on a full-time basis shall receive an annual stipend of five hundred dollars (\$500) per year.

ARTICLE IX HOLIDAYS

A. All full-time police officers who are covered under this Agreement and have completed one year of service shall annually earn one day of holiday pay for each calendar month of service to a maximum of thirteen (13) holidays to be paid in the last pay of November.

B. Police officers who work on one of the thirteen (13) holidays designated by the Township shall be paid at the rate of time and one half (1 and 1/2) their regular straight-time pay for all work performed on such holiday. The presently designated holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day
13. Easter Sunday

ARTICLE X VACATIONS

- A. Full-time employees covered under this Agreement will earn vacation pay as noted below:

1. Current Employees:

<u>Years Employed</u>	<u>Vacation Earned</u>
1-3 Years	84 Hours
4-10 Years	144 Hours
11-20 Years	216 Hours
21 Years and up	276 Hours

- B. Eligibility for vacation shall be computed as the first day of the month in which the employee was hired. Vacation time shall not accumulate from year to year. However, in the event of the press of Township business precludes an employee from taking vacation, such vacation shall be carried forward into the next year only up to one (1) week which is so carried forward shall be utilized by June 30. The remainder of the vacation time will be paid for by the Township.

- C. In the event an employee covered by this Agreement resigns with not less than two (2) weeks notice, the employee shall be paid on a prorated basis for earned vacation time which has not yet been utilized. In the event the employee has already taken vacation hours in excess of the amount to which he would be entitled on a prorated basis, reimbursement shall be made to the Township from the employee's last paycheck.

ARTICLE XI SICK LEAVE

- A. Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease or for illness of their spouse or a minor child.
- B. During an employees' first year of employment, he will receive twelve hours (12) of sick leave

time for each month of service. On January 1 of the second calendar year of employment, an employee will be credited with twelve (12) days of sick time to be earned at the rate of twelve (12) hours per month. In the event the employee utilizes sick time prior to having earned same and leaves the employ of the Township, the Township shall be reimbursed from the employee's last pay check.

C. Notification

1. If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.
2. Failure to notify his supervisor may be cause for denial for the use of sick leave for that absence and constitute cause for disciplinary action.
3. Abuse of sick leave will subject an employee to disciplinary action.
4. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Medical Evidence

1. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. In addition, the Township may require proof of illness of an employee on leave, whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.
3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and well being of other employees.

E. Sick Leave Sell Back

1. An Employee can sell back at the end of each year, the unused sick days he or she have accrued that year up to a total of eight (8) days at 50% of their rate of pay. The Employee shall notify the Township of his or her intent to sell back unused sick days accrued during the prior year by January 15th of the current year. The Township shall pay the Employee by February 15th. Sick days sold back are forfeited to the Township.

ARTICLE XII COURT APPEARANCES

- A. Appearance in any Court, by off-duty employees will be paid for at the rate of time and one-half with a minimum of four (4) hours.

B. Should transportation outside of the Township be required to make the appearance at a Court outside of the Township, the Chief of Police, at his option, shall designate a Township motor vehicle to be used or if none is available and the bargaining unit member must use his own vehicle he shall receive compensation at the current IRS rate per mile.

C. Requests for reimbursements are to be made on voucher approved by the Chief and then submitted to the Chief Financial Officer of the Township.

ARTICLE XIII PERSONAL LEAVE

A. Full-time employees covered by this Agreement shall be entitled to personal leave as follows:

1 day after four (4) months of employment

1 additional day after eight (8) months of employment

1 additional day after twelve (12) months of employment

B. An employee shall be entitled to three (3) personal days for each calendar year thereafter, which leave shall not be accumulated from year to year.

C. A request for personal leave must be in writing not less than ten (10) calendar days prior to the date of its requested usage except in cases of documented emergency. Personal leave shall be subject to the approval of the Chief of Police.

ARTICLE XIV CLOTHING ALLOWANCE

A. All current employees will be supplied with the following issue of equipment to be returned to the Township upon termination of the member or upon the expiration of the usefulness of the equipment:

- 1 Pair Jump Shoes
- 1 Pair Dress Shoes
- 1 Pair Rubber Rain Boots
- 3 All Weather Pants
- 3 Winter Shirts, and all required patches
- 3 Summer Shirts, and all required patches
- 1 Winter Coat
- 1 Baseball Hat
- 1 Ballistic Vest with Carrier Replacement, as required
- 1 Hat Badge
- 2 Breast Badges (Shirt, Coat)

- 1 Whistle Black with Lanyard
- 1 Name Badge
- 1 Set Collar Brass
- 1 Current Fire Arms Badge 1 Duty Belt 4 Keepers
- 1 Department Safety Holster
- 3 Mags Ammunition
- 1 Set Hand Cuffs, Case Keys
- 1 Jump Suit
- 1 Duty Weapon, Ammunition and Weapon
- 1 Badge Wallet and Sealed Down Badge
- 1 Rain Hat Cover
- 1 Gun Cleaning Kit
- 1 Neck Tie
- 1 Tie Bar
- 1 Light Weight Jacket
- 1 Pepper Mace
- 1 Set of BDU's

The foregoing equipment will be supplied to new hires within ninety (90) days after commencement of employment with the Township.

- B. In the event the Township determines to make changes in the uniforms or equipment, such new items shall be furnished to employees.
- C. Whenever uniforms or equipment become damaged or worn out beyond repair, they will be replaced by turning in such items to the Chief of Police.
- D. After the first full year of service and each full year of service thereafter, employees will receive a uniform maintenance allowance in the amount of seven hundred fifty dollars (\$750), that will be paid in the last pay in June.
- E. All sworn law enforcement officers who are assigned to the detective bureau on a full-time basis shall receive and additional clothing allowance of five hundred dollars (\$500) that will be paid in the last pay in June.

ARTICLE XV BEREAVEMENT LEAVE

- A. Each full-time employee shall be granted up to a maximum of three (3) consecutive days without loss of regular straight time pay one (1) day of which shall be the day of death or day of funeral upon the death of a member of the employee's immediate family. Immediate family is defined as spouse, civil union partner, child, parent, brother or sister.

In the event of death of the employee's mother-in-law, father-in-law or grandchild, the employee will suffer no loss of straight time pay for the day of the funeral.

ARTICLE XVI HEALTH INSURANCE

A. The Township will provide individual or family health and/or dental insurance; whichever is appropriate in the employees' case. If the employee elects to use his spouse's health insurance, he/she will be reimbursed by the Township one-half (1/2) the Township cost of purchasing health insurance of the Township plan at the cost of individual coverage for the Township Employee. However, if an employee has filed a waiver of coverage on or after May 21, 2010, the most that the employee can be reimbursed is 25% of the amount the Township has saved due to the waiver, or \$5,000, whichever is less. When calculating the amount saved by the Township, it is the premium due, minus the contribution the employee would have made if the employee did not waive coverage.

B. The Township reserves the right to change insurance plans and/or carriers so long as in the aggregate substantially similar benefits are provided.

ARTICLE XVII PERSONAL AUTOMOBILE

A. Employees shall be paid at the current IRS per mile for use of personal cars for Township business when authorized by the Chief of Police. In the event a Township vehicle is made available to the employee and the employee rejects the use of same, no allowance will be paid to the employee. Mileage allowance will not apply to travel to and from the basic police training academies, or schools attended voluntarily.

B. Police vehicles shall not be used for personal use.

C. Requests for reimbursements are to be made on voucher approved by the Chief and then submitted to the Chief Financial Officer of the Township.

ARTICLE XVIII EMPLOYEE RIGHTS

A. No officer shall be disciplined, reduced in rank, or denied any advantage without lawful cause. In all cases, actions may be taken or recommended by either the Chief of Police, Police Commissioner, or an agent of the Employer and shall not be made public. Minor disciplinary actions shall be subject to the Grievance Procedure set forth in Article VI.

B. Any time an officer is called before the Township Committee regarding an action which could adversely affect the continuation of employment of that officer, the officer shall be given notice of the meeting and reasons for same and shall have the right to have a representative of the Association and/or an attorney present to advise him/her at the meeting of the Township Committee.

C. Each officer shall have the opportunity to review and photocopy his/her personnel folder at least once every six (6) months by making such request in writing to the Chief of Police. In all cases, no material shall be placed in the personnel folder of an officer relating to disciplinary action

without the officer's knowledge or without the employer affording the opportunity for the officer to initial the copy received from the Employer.

D. The Police Department agrees to follow the Attorney General's Guidelines and/or Burlington County Prosecutor's Guidelines for internal investigations and/or citizen complaints.

ARTICLE XIX EDUCATIONAL INCENTIVE

A. An employee who engages in a college education will be reimbursed for tuition in accordance with the following:

1. College credits must be from accredited, Department of Education approved school.
2. The employee must receive prior approval from the Township Committee with respect to any specific course. Courses must be in the law field or Criminal Justice related.
3. The employee must maintain a "C" average or equivalent to qualify for reimbursement.
4. The employee shall be reimbursed (\$75) per college credit attained, not to exceed (\$2,500) per calendar year, per employee. The total amount for all employees that the Township will pay out in a calendar year is (\$10,000).
5. Eligibility for funds shall be on a first come first serve basis.

B. If any employee leaves active employment with the Township within three (3) years following the receipt of tuition reimbursement, the employee shall reimburse the Township at the rate of 100% during the first year, 67% during the second year, and 33% during the third year.

ARTICLE XX INJURY LEAVE

An employee shall have the right to make a request to the Township Committee for a continuation of salary during time off resulting from an in the line of duty incurred injury. The Township Committee shall have the discretionary right to grant or deny such a request on a case by case basis.

This article and any actions taken or refrained from being taken by the Township Committee with respect to any requests made or which could have been made hereunder shall not be subject to review by means of the grievance procedure. Procedures shall be established for such requests that mirror the analogous statutory provision and shall be in accordance with Title 40 of the Laws of the State of New Jersey.

ARTICLE XXI NON-DISCRIMINATION

Neither the Township nor the Association shall discriminate against any employee because of age, sex, marital status, sexual orientation, race, color, creed, national origin, political affiliation or

membership in the Association.

ARTICLE XXII MISCELLANEOUS

Except as otherwise specifically provided for by this Agreement, fringe and economic benefits shall apply to full-time employees only.

ARTICLE XXIII SAVINGS CLAUSE

If any provision(s) of this Agreement is held to be invalid or contrary to law by federal or state legislation, government regulation or court decision, then such provision shall be removed from the Agreement and all other provisions shall remain in full force and effect.

ARTICLE XXIV FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations. This Agreement supersedes any previous Agreement, verbal or written, between the parties.

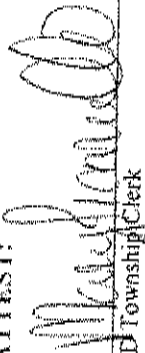
ARTICLE XXV DURATION

- A. This agreement shall be effective as of January 1, 2017 and shall continue in full force and effect through December 31, 2019. All economic and benefit improvement under this agreement shall be effective beginning January 1, 2017 unless otherwise agreed by parties.
- B. The Agreement shall continue from year to year unless either party advises the other in writing no less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration of the Agreement of a desire to negotiate over the terms of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have, by the authorized representatives, signed and sealed this Agreement:

ATTEST:

TOWNSHIP OF NORTH HANOVER


TBD Township Clerk


TBD Mayor

Dated:

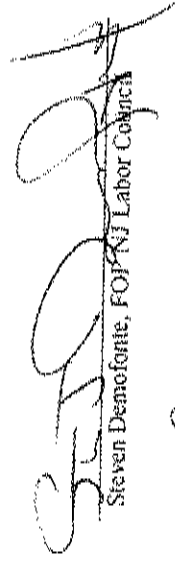
9/10/2018

Dated:

9/10/18

ATTEST:

NORTH HANOVER TOWNSHIP
POLICE ASSOCIATION


Steven Desnofontaine, FOIPA NJ Labor Council

Dated:

9-17-18

Dated:

9/7/18

Victor Santiago, President

Schedule A

Salary: Off Guide		
Officer Santiago	\$65,559.30	\$67,198.28
		\$68,878.24

	\$68,131.67	\$69,886.21	\$71,633.36
10-11-12			
11-12-13			
12-13-14			
13-14-15			
14-15-16			
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123-124-125			
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125-126-127			
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127-128-129			
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131-132-133			
132-133-134			
133-134-135			
134-135-136			
135-136-137			
136-13			

\$76,368.13	\$78,277.33	\$80,234.26
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\$77,121.60	\$79,049.64	\$81,025.89
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**Agreement between the Township of North Hanover
and the North Hanover Police Association
Schedule B**

The parties agree that the attached collective negotiations agreement (CNA) constitutes a new agreement with respect to the salary guide and is intended to ensure that current and future employees represented under the terms of the agreement receive appropriate compensation under the terms of the salary guide, identified as Schedule A of this CNA. Therefore, with respect to the police officers employed by the Township of North Hanover and represented by this agreement, the following terms shall exist.

- a. All officers holding the rank of Sergeant, who are currently employed by the "Township", shall receive compensation as contained in the salary guide, "Schedule A", retroactive to January 1, 2017.
- b. All officers holding the rank of Corporal, who are currently employed by the "Township", shall receive compensation as contained in the salary guide, "Schedule A", retroactive to January 1, 2017.
- c. Officer Victor Santiago is outside the salary guide and his compensation will be in accordance with Schedule A, retroactive to January 1, 2017.
- d. Officer Toby Forker was appointed to a full-time, permanent police officer position in August 2015. His salary, as identified in the guide under "Schedule A", shall be retroactive to January 1, 2017, and that as of January 1, 2017 was at STEP 3, and as of January 1, 2018 was at STEP 4, and as of January 1, 2019 is at STEP 5.
- e. Officer Mark O'Brien was appointed to a full-time, permanent police officer position in September 2015. His salary, as identified in the guide under "Schedule A", shall be retroactive to January 1, 2017, and that as of January 1, 2017 was at STEP 3, and as of January 1, 2018 was at STEP 4, and as of January 1, 2019 is at STEP 5.
- f. Officer Dylan Dohanic was appointed to a full-time, permanent police officer position in July 2016. His salary, as identified in the guide under "Schedule A", shall be retroactive to January 1, 2017, and that as of January 1, 2017 was at STEP 2, and as of January 1, 2018 was at STEP 3, and as of January 1, 2019 is at STEP 4.
- g. Officer Michael Quinn was appointed to a full-time, permanent police officer position in January 2017. His salary, as identified in the guide under "Schedule A", shall be retroactive to his date of full-time, permanent date of hire, and that as of January 1, 2017 was at STEP 1, and as of January 1, 2018 was at STEP 2, and as of January 1, 2019 is at STEP 3.
- h. Officer Ryan Meehan was appointed to a full-time, permanent police officer position in July 2017. His salary, as identified in the guide under "Schedule A", shall be retroactive to his date of full-time, permanent date of hire, and that as of January 1, 2017 was at STEP 1, and as of January 1, 2018 was at STEP 2, and as of January 1, 2019 is at STEP 3.
- i. Officer Adam Bylsma was appointed to a full-time permanent police officer position in January 2018. His salary, as identified in the guide under "Schedule A", shall be retroactive to his date of full-time, permanent date of hire, and that as of that date, he was at STEP 1 of the 2018 guide salary and that as of January 1, 2019 is at STEP 2.

All future members of the bargaining unit hired under the terms of this agreement, shall be compensated in accordance with the Salary Guide, "Schedule A", and those terms found in Article VIII - Salary.

ORDINANCE 2016-08

**AN ORDINANCE TO ESTABLISH SALARIES FOR VARIOUS OFFICIALS OF THE
TOWNSHIP OF NORTH HANOVER, BURLINGTON COUNTY, STATE OF NEW JERSEY,
AND REGULATING THE MANNER OF PAYMENT OF SAME**

SECTION 1. The annual rate (unless otherwise specified) of compensation, salary, wages of the following officers, appointees and employees of North Hanover Township is hereby fixed in the following schedule:

TITLE	PER ANNUM
Township Committee	2,500 - 7,000
Municipal Clerk	5,000 - 60,000
Deputy Municipal Clerk	0 - 15,000
Tax Assessor	7,000 - 25,000
Tax Collector	10,000 - 35,000
Chief Financial Officer	10,000 - 60,000
Accounts Payable Clerk/Finance Assistant	5,000 - 40,000
Construction Code Official	8,000 - 15,000
Building Sub Code Official/Inspector	5,000 - 15,000
TACO/Zoning Secy/Coah Liaison/JLUB Secy	5,000 - 40,000
Plumbing Sub Code Official/Inspector	3,000 - 10,000
Fire Sub Code Official/Inspector	3,000 - 10,000
Electric Sub Code Official/Inspector	5,000 - 10,000
Mobile Home Inspector	1,500 - 4,000
Zoning Officer	1,500 - 4,000
Emergency Management Coordinator	0 - 2,500
Deputy Emergency Management Coordinator	0 - 2,500
Recycling Coordinator	0 - 2,500
Clean Communities Coordinator	0 - 500
Police Clerk	15,000 - 32,000
Police Chief	50,000 - 90,000
Assessors Clerk	0 - 5,000
Deputy Tax Collector	0 - 5,000
Secretary Board of Health	0 - 400
Recreation Secretary	0 - 400
Dog Registrar	0 - 200
Deputy Dog Registrar	0 - 200
Discovery Clerk	100 - 3,000
Municipal Judge	15,000 - 35,000
Court Administrator/Violations Clerk	20,000 - 60,000
Deputy Court Admin/Violations Clerk	12,000 - 40,000

TITLE	PER MEETING OR SESSION
Joint Land Use Board Secretary	50 - 100
Sound Recorder Court	30 - 100
Conflict Public Defender	125 - 250
Conflict Judge	325 - 700
Summer Recreation Lifeguard	75 - 150

TITLE	PER HOUR
Custodian	8.25 - 16.00
Maintenance/Grounds Keeper	8.25 - 16.00
DPW Laborer Part Time	8.25 - 16.00
Treasurer	8.25 - 30.00
Laborer Waste Facility	8.25 - 16.00
Waste Facility Supervisor	8.25 - 16.00
Special Police Officers	8.25 - 25.00
Summer Recreation Co-director	20.00 - 40.00
Summer Recreation Bus Driver	10.00 - 25.00
Summer Recreation Instructors	15.00 - 40.00
Summer Recreation Nurse	10.00 - 40.00
Summer Recreation Aids	10.00 - 25.00

Summer Recreation Asst. Aids
 Summer Recreation Sr Counselor
 Summer Recreation Jr Counselor
 Court Sound Recorder – MIN 3 Hrs

8.25 - 20.00
 8.25 - 12.00
 8.25 - 12.00
 8.25 - 16.00

SECTION 2. The Overtime rate (unless otherwise specified) of compensation, salary, wages of the following officers, appointees, and employees of the Municipal Courts of North Hanover Township, Wrightstown Borough and Chesterfield Township for Special Sessions and sessions under the Alcohol Education Rehab Funding are paid at the following overtime rate ranges:

TITLE

Municipal Judge
 Public Defender

PER SESSION

300 - 800
 250 - 350

TITLE

Court Administrator/Violations Clerk
 Deputy Court Admin/Violations Clerk
 Court Sound Recorder

PER HOUR

20.00 - 40.00
 10.75 - 30.00
 10.75 - 30.00

SECTION 3. All Ordinances inconsistent with the above are hereby repealed.

SECTION 4. This Ordinance and the salaries herein are subject to all Federal Laws, rulings, and guidelines concerning prices and wages.

SECTION 5. This Ordinance shall take effect after its final passage and publication according to law and shall be effective as of January 1, 2016 or date of hire or appointment if after January 1, 2016.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Deputy Mayor Butler			X			
Committeeman Delorenzo	X		X			
Committeeman Kocubinski		X	X			
Committeeman O'Donnell			X			
Mayor Durr			X			

NOTICE

This ordinance shall take effect immediately after final passage and publication according to law. This Ordinance published herewith was introduced and passed upon first reading at the regular meeting of the Township Committee of the Township of North Hanover held on April 21, 2016. It will be further considered for final passage after a public hearing to be held on May 5, 2016, at the Municipal Building, 41 Schoolhouse Road, Jacobstown, NJ at 7:00 p.m. or as soon thereafter as the matter may be heard, at which time and place any persons desire to be heard upon the same will be given an opportunity to be heard. Copies are available free of charge at the Municipal Clerk's Office prior to the public hearing.

Mary Picariello
 Acting Township Clerk

NOTICE

The ordinance read by title upon second reading herewith has been adopted at the meeting of the Mayor and Township Committee of North Hanover Township, held on , 2016 and the 20 day period of limitation within which a suit, action or validity of such ordinance can be commenced, has begun to run from the date of the publication of this notice.

Mary Picariello
 Acting Municipal Clerk

Vote to Adopt Ordinance 2016-08:

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Deputy Mayor Butler	X		X			
Committeeman Delorenzo			X			
Committeeman Kocubinski			X			
Committeeman O'Donnell		X	X			
Mayor Durr			X			

ORDINANCE 2017-03
COUNTY OF BURLINGTON
TOWNSHIP OF NORTH HANOVER

AN ORDINANCE TO ESTABLISH SALARIES FOR VARIOUS OFFICIALS OF THE
TOWNSHIP OF NORTH HANOVER, BURLINGTON COUNTY, STATE OF NEW JERSEY,
AND REGULATING THE MANNER OF PAYMENT OF SAME

SECTION 1. The annual rate (unless otherwise specified) of compensation, salary, wages of the following officers, appointees and employees of North Hanover Township is hereby fixed in the following schedule:

TITLE	PER ANNUM
Township Committee	2,500 - 7,000
Municipal Clerk	5,000 - 60,000
Deputy Municipal Clerk	0 - 15,000
Tax Assessor	7,000 - 26,000
Tax Collector	10,000 - 35,000
Chief Financial Officer	10,000 - 60,000
Accounts Payable Clerk/Finance Assistant	5,000 - 40,000
Construction Code Official	8,000 - 16,000
Building Sub Code Official/Inspector	5,000 - 15,000
TACO/Zoning Secy/Coah Liaison/JLUB Secy	5,000 - 40,000
Plumbing Sub Code Official/Inspector	3,000 - 10,000
Fire Sub Code Official/Inspector	3,000 - 10,000
Electric Sub Code Official/Inspector	5,000 - 10,000
Mobile Home Inspector	1,500 - 4,000
Zoning Officer	1,500 - 4,000
Emergency Management Coordinator	0 - 2,500
Deputy Emergency Management Coordinator	0 - 2,500
Recycling Coordinator	0 - 2,500
Clean Communities Coordinator	0 - 500
Police Clerk	15,000 - 32,000
Police Chief	50,000 - 90,000
Assessors Clerk	0 - 5,000
Deputy Tax Collector	0 - 5,000
Secretary Board of Health	0 - 400
Recreation Secretary	0 - 400
Dog Registrar	0 - 200
Deputy Dog Registrar	0 - 200
Discovery Clerk	100 - 3,000
Municipal Judge	15,000 - 38,000
Court Administrator/Violations Clerk	20,000 - 60,000
Deputy Court Admin/Violations Clerk	12,000 - 40,000

TITLE	PER MEETING OR SESSION
Joint Land Use Board Secretary	50 - 100
Sound Recorder Court	30 - 100
Conflict Public Defender	125 - 250
Conflict Judge	325 - 700
Summer Recreation Lifeguard	75 - 150

TITLE	PER HOUR
Custodian	8.25 - 16.00
Maintenance/Grounds Keeper	8.25 - 16.00
DPW Laborer Part Time	8.25 - 16.00
Treasurer	8.25 - 30.00
Laborer Waste Facility	8.25 - 16.00
Waste Facility Supervisor	8.25 - 16.00
Special Police Officers	8.25 - 25.00
Summer Recreation Co-director	20.00 - 40.00
Summer Recreation Bus Driver	10.00 - 25.00
Summer Recreation Instructors	15.00 - 40.00

Summer Recreation Nurse	10.00	-	40.00
Summer Recreation Aids	10.00	-	25.00
Summer Recreation Asst. Aids	8.25	-	20.00
Summer Recreation Sr Counselor	8.25	-	12.00
Summer Recreation Jr Counselor	8.25	-	12.00
Court Sound Recorder – MIN 3 Hrs	8.25	-	16.00

SECTION 2. The Overtime rate (unless otherwise specified) of compensation, salary, wages of the following officers, appointees, and employees of the Municipal Courts of North Hanover Township, Wrightstown Borough and Chesterfield Township for Special Sessions and sessions under the Alcohol Education Rehab Funding are paid at the following overtime rate ranges:

TITLE	PER SESSION
Municipal Judge	300 - 800
Public Defender	250 - 500
TITLE	PER HOUR
Court Administrator/Violations Clerk	20.00 - 40.00
Deputy Court Admin/Violations Clerk	10.75 - 30.00
Court Sound Recorder	10.75 - 30.00

SECTION 3. All Ordinances inconsistent with the above are hereby repealed.

SECTION 4. This Ordinance and the salaries herein are subject to all Federal Laws, rulings, and guidelines concerning prices and wages.

SECTION 5. This Ordinance shall take effect after its final passage and publication according to law and shall be effective as of January 1, 2017 or date of hire or appointment if after January 1, 2017.

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

NOTICE

This ordinance shall take effect immediately after final passage and publication according to law. This Ordinance published herewith was introduced and passed upon first reading at the regular meeting of the Township Committee of the Township of North Hanover held on May 4, 2017. It will be further considered for final passage after a public hearing to be held on May 18, 2017, at the Municipal Building, 41 Schoolhouse Road, Jacobstown, NJ at 7:00 p.m. or as soon thereafter as the matter may be heard, at which time and place any persons desire to be heard upon the same will be given an opportunity to be heard. Copies are available free of charge at the Municipal Clerk’s Office prior to the public hearing.

Mary Picariello
Acting Township Clerk

NOTICE

The ordinance read by title upon second reading herewith has been adopted at the meeting of the Mayor and Township Committee of North Hanover Township, held on May 18, 2017 and the 20 day period of limitation within which a suit, action or validity of such ordinance can be commenced, has begun to run from the date of the publication of this notice.

Mary Picariello
Acting Municipal Clerk

Vote to Adopt Ordinance 2017-03:

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

ORDINANCE 2018-03
COUNTY OF BURLINGTON
TOWNSHIP OF NORTH HANOVER

AN ORDINANCE TO ESTABLISH SALARIES FOR VARIOUS OFFICIALS OF THE
TOWNSHIP OF NORTH HANOVER, BURLINGTON COUNTY, STATE OF NEW JERSEY,
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Construction Code Official	8,000 - 16,000
Building Sub Code Official/Inspector	5,000 - 15,000
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Plumbing Sub Code Official/Inspector	3,000 - 10,000
Fire Sub Code Official/Inspector	3,000 - 10,000
Electric Sub Code Official/Inspector	5,000 - 10,000
Mobile Home Inspector	1,500 - 4,000
Zoning Officer	1,500 - 4,000
Emergency Management Coordinator	0 - 2,500
Deputy Emergency Management Coordinator	0 - 2,500
Recycling Coordinator	0 - 2,500
Clean Communities Coordinator	0 - 500
Police Clerk	15,000 - 32,000
Police Chief	50,000 - 90,000
Assessors Clerk	0 - 5,000
Deputy Tax Collector	0 - 5,000
Secretary Board of Health	0 - 400
Recreation Secretary	0 - 400
Dog Registrar	0 - 200
Deputy Dog Registrar	0 - 200
Discovery Clerk	100 - 3,000
Municipal Judge	15,000 - 38,000
Court Administrator/Violations Clerk	20,000 - 60,000
Deputy Court Admin/Violations Clerk	12,000 - 40,000

TITLE	PER MEETING OR SESSION
Joint Land Use Board Secretary	50 - 100
Sound Recorder Court	30 - 100
Conflict Public Defender	125 - 250
Conflict Judge	325 - 700
Summer Recreation Lifeguard	75 - 150

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Laborer Waste Facility	8.60 - 16.00
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Summer Recreation Bus Driver	10.00	-	25.00
Summer Recreation Instructors	15.00	-	40.00
Summer Recreation Nurse	10.00	-	40.00
Summer Recreation Aids	10.00	-	25.00
Summer Recreation Asst. Aids	8.60	-	20.00
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COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Committeeman DeLorenzo		X	X			
Committeeman Doyle			X			
Committeeman Kocubinski			X			
Deputy Mayor O'Donnell	X		X			
Mayor DeBaecke			X			

NOTICE

This ordinance shall take effect immediately after final passage and publication according to law. This Ordinance published herewith was introduced and passed upon first reading at the regular meeting of the Township Committee of the Township of North Hanover held on May 3, 2018. It will be further considered for final passage after a public hearing to be held on May 17, 2018, at the Municipal Building, 41 Schoolhouse Road, Jacobstown, NJ at 7:00 p.m. or as soon thereafter as the matter may be heard, at which time and place any persons desire to be heard upon the same will be given an opportunity to be heard. Copies are available free of charge at the Municipal Clerk’s Office prior to the public hearing.

Mary Picariello, RMC/CMR/CTC
Township Clerk

NOTICE

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Mary Picariello, RMC/CMR/CTC
Township Clerk

Vote to Adopt Ordinance 2018-03:

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