

**CONTRACT AGREEMENT  
BETWEEN**

**THE TOWNSHIP OF HARRISON  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
PBA LOCAL #178-REPRESENTING THE  
PATROL OFFICERS, DETECTIVES, CORPORALS  
AND SERGEANTS OF THE HARRISON TOWNSHIP  
POLICE DEPARTMENT**

**EFFECTIVE JANUARY 1, 2022  
THRU DECEMBER 31, 2025**

**CONTRACT AGREEMENT**  
**PBA LOCAL #178-HARRISON TWP PD PATROLMEN, DETECTIVES**  
**CORPORALS AND SERGEANTS**

**1/1/2022 thru 12/31/2025**

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**CONTRACT AGREEMENT**  
**PBA LOCAL #178-HARRISON TWP PD PATROLMAN, DETECTIVES**  
**CORPORALS AND SERGEANTS**

**1/1/2022 thru 12/31/2025**

**ARTICLE I - RECOGNITION**

The Township recognizes the Policemen's Benevolent Association Local #178 as the exclusive representation for all members of the Harrison Township Police Department who are employed as Patrolman, Detectives, Corporals and Sergeants by the Township, but this is not intended to include the Chief of Police, Captain, Lieutenant, nor any other employees of the Township. Whenever the phrase, "Members of the Association" is used herein, it is understood to mean the Patrolmen, Detectives, Corporals and Sergeants of the Harrison Township Police Department.

**ARTICLE II - MANAGEMENT RIGHTS**

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Township and the Chief of Police.

All of the rights, power and authority possessed by the Township prior to the employment for conduct unbecoming a police officer, inability to perform police duties and discipline with just cause are retained exclusively by the Township, subject only to such limitations as are specifically provided in this agreement.

**ARTICLE III - LENGTH OF PROBATIONARY PERIOD**

The probationary period for a new member of the Harrison Township Police Department shall be for a period of one (1) year. The probationary period will commence AFTER the officer has been certified by the New Jersey Police Training Commission, and begins his/her full time duty assignment.

**ARTICLE IV - GRIEVANCE PROCEDURE**

**SECTION 1 - GRIEVANCE PROCEDURE**

The purpose of this article is to settle all grievances between the Township and the members of the PBA as quickly as possible, so as to foster efficiency and employee morale. A grievance is defined as any dispute between the Township and the PBA involving the application, interpretation or an alleged violation of this Agreement. It shall be understood that ONLY the interpretation and application of the specific provisions of this agreement, policies and administrative decisions that affect the terms of conditions of this agreement and disciplinary action can be grieved.

Any grievance must be presented to the Chief of Police or his designee within ten (10) working days of the aggrieved party becoming aware of the event(s) upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

### **STEP A**

The PBA representative, the aggrieved party(s), the Chief of Police or his designee shall meet and attempt to settle the matter, with said meeting taking place within five (5) working days of the filing. If a settlement is not reached, the PBA shall furnish a written statement of grievance to the Chief of Police. The grievance shall be prepared and submitted on a specific Grievance form provided by the Township. The Chief of Police or his designee shall then file a written report with their finding of fact, conclusion and recommendation, to accompany the PBA written statement and forward same to the Director of Public Safety within five (5) working days of their meeting. The PBA has the option of also filing a written report with the Director of Public Safety within five (5) working days of the meeting.

### **STEP B**

The Director of Public Safety shall conduct a hearing no later than five (5) working days from the receipt of said finding, conclusions and recommendations. Prior written notification for said hearing shall be afforded to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and aggrieved parties throughout the grievance procedure. The Director of Public Safety shall make a reasonable effort to reach an agreement that is acceptable to all parties. If however, the Director is unable to obtain a mutually amicable agreement at this time, he shall within five (5) working days, render a written decision and serve same upon the respective parties.

If the aggrieved party(s) or the PBA object to the Director's decision, he/she (they) shall, within five (5) working days of receipt of the Director's written response, request a hearing with the full Township Committee. Said hearing shall occur within fifteen (15) days of said request. Interested parties shall be furnished with advance written notice of the scheduled hearing date.

### **STEP C**

Upon compliance with the requirements of Step B, the Township Committee shall conduct a hearing at which time the aggrieved party(s), the Director of Public Safety, the Chief of Police and the PBA representative shall all be present. The Committee shall make all reasonable attempts to reach a settlement that is satisfactory to all parties. If an amicable settlement is not reached, the Township Committee shall within ten (10) days, render a written decision and serve same upon the respective parties.

**NOTE:** If an amicable settlement of the dispute is reached upon agreement of the parties during any of the aforementioned steps, said agreement shall be reduced to writing and signed by the respective parties.

## **SECTION 2 - ARBITRATION**

If the PBA disagrees with or objects to the decision of the Township Committee, it may file for arbitration within twenty (20) working days of the receipt of the decision of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other party. It shall be understood that ONLY grievances related to the interpretation and application of the specific provisions of this agreement, policies and administrative decisions that affect the terms of conditions of this agreement and disciplinary action shall be arbitral, and no other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employees Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the PBA. The decision of the arbitrator shall be final and binding for both Parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States of America, and the decisions of those respective courts, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this agreement. In rendering his decision, the arbitrator shall indicate his findings of fact and reason for his decision.

## **SECTION 3**

The time limit specified in the Grievance Procedure shall be construed as the maximum; however these may be extended upon mutual agreement.

## **SECTION 4**

Any meeting between the Harrison Township Committee and the PBA to discuss a grievance shall not be held publicly unless the parties so agree in writing.

## **ARTICLE V - SALARIES**

Effective January 1, 2022 through December 31, 2025, the salaries for all members recognized as being represented by the PBA shall be set forth in and provided for by the Township Salary Ordinances of 2022, 2023, 2024 and 2025 per the Salary Schedule set forth in this Agreement. (Identified herein as "Appendix A & B").

## **SECTION 1**

Effective January 1, 2022, members regular hourly rate shall be the annual salary as given in the Salary Schedule, divided by 2080. It is understood and agreed that this is the only way the hourly rate shall be computed.

## **SECTION 2**

The member's straight time hourly rate for the computation of overtime shall adhere to the above section denoted as Section 1.

## **ARTICLE VI - COMPUTATION OF SALARY AND BENEFITS**

Seniority and other rights and benefits, e.g., vacation for the purposes of this Article shall be deemed to have commenced from date of hire as a full time member of the Harrison Township Police Department.

## **ARTICLE VII - OVERTIME**

### **SECTION 1**

All time worked in excess of the member's normally scheduled work day will be paid at the rate of one and one half (1.5) times the straight pay as defined in Article V, Section 2.

All members of this CBA will have an equal opportunity to work overtime.

The Chief of Police or his designee will create and administer a continuing overtime eligibility list. Original eligibility list will use seniority to determine which officer is next in line to be offered overtime.

Officers may accept or refuse the offer of overtime. Those who refuse the opportunity will be moved to the bottom of the list. Officers not available for legitimate reasons, i.e. (on duty) (vacation) etc. shall not be penalized and will retain their place on the list.

During emergent circumstances, to expedite the process, the Chief of Police or his designee retains the right to order or assign members to work overtime hours. Following the emergency, the Chief or his designee will determine if or how those assignments affected the eligibility list. Adjustments to the list will be made if necessary.

The parties to this Agreement acknowledge the right of the Township to employ Special Officers pursuant to New Jersey law. In the event that the Township employs Special Officers, the parties agree that both the Township and the Association interpret that law to allow the Township to employ Special Officers to work in the event that a regularly scheduled officer would be unavailable due to sickness, emergency, training, personal day, vacation, etc., as well as any use of a Special Officer to supplement regularly scheduled officers. The parties agree that this



Agreement is entered into on the basis and reliance of those interpretations. Any use of a Special Officer pursuant to this interpretation shall not be the basis for a claim by a member for additional compensation for any work performed by a Special Officer.

## **SECTION 2-Supervisor Overtime**

A supervisor must be on patrol at all times. If both a Sergeant and Corporal are scheduled off on a particular shift, overtime must be posted to fill the vacant supervisor position. This overtime is only available to Corporals and Sergeants to fill and may be taken as overtime time pay or compensatory time. Schedule changes/adjustments and shift movement shall not occur unless posted overtime is not filled. Patrol overtime shall not be made available to the Detective Sergeant until all patrol supervisors decline such overtime.

The Chief of Police or his designee will create and administer a continuing overtime eligibility list specific to supervisor overtime and separate from the list mentioned in Section 1 of this Article. Original eligibility list will use seniority to determine which supervisor is next in line to be offered overtime. This list will reset each year on January 1 during the lifetime of this contract.

The Chief of Police or his designee will also maintain a force in list for supervisor overtime. Original eligibility list will use seniority to determine which supervisor is next in line to be forced in. Once a supervisor is forced in, their name will go to the bottom of the list. This list will remain active for the life of this contract and will not reset at the beginning of each year. If a Supervisor is not available for force in due to outside circumstances such as being on vacation/personal time or already being on shift, their name will remain at the top of the list for the next force in. If a new supervisor is promoted during this contract period, their name will go to the top of the eligibility list. Once used, their name will fall into the line of seniority.

## **ARTICLE VIII - VACATION**

The members of the CBA shall be entitled to the following paid vacation:

- After completion of the first full year of service – Forty eight (48) hours.
- After completion of two (2) full years of service - Eighty four (84) hours.
- After completion of three (3) full years of service - One hundred and twenty (120) hours.
- After completion of five (5) full years of service - One hundred and sixty eight (168) hours.
- After completion of ten (10) full years of service - One hundred ninety two (192) hours.
- After completion of fifteen (15) years of service - Two hundred and four (204) hours.
- After completion of twenty (20) full years of service - Two hundred and sixteen (216) hours.

Requests for the use of paid vacation shall be made in (4) hour increments.

There shall be no more than two officers assigned to a Patrol Platoon on vacation at a time (of any rank).

Vacations should be selected and scheduled by March 31st. Requests for vacation changes must be made five (5) calendar days in advance unless extenuating circumstances exist and with the approval of the Chief of Police or his designee.

Members shall be supplied with a statement of available vacation time prior to the 1st pay period of each calendar year.

Prior to the 1st pay period of each calendar year, the Chief of Police or his designee shall submit to the Treasurer's office a report containing the number of vacation hours to be carried over for each member of the police department. A second updated report shall be submitted prior to the 1st pay period in July.

The official record for the accounting of vacation hours shall be maintained in the Office of the Chief of Police. It shall be the responsibility of each member of the police department to ensure his/her accounting of vacation hours is correct.

## **ARTICLE IX - HOLIDAYS**

This Agreement recognizes thirteen (14) holidays during a calendar year. All members shall be paid at the rate of one and one half (1.5) times their straight time pay for the hours worked on the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday – January 15th
3. Lincoln's Birthday – February 12th
4. Washington's Birthday – February 22nd
5. Good Friday
6. Memorial Day – 4th Monday in May
7. Juneteenth
8. Independence Day - July 4th
9. Labor Day
10. Election Day
11. Veteran's Day – November 11th
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

The Detective shall follow the Township of Harrison Personnel Policy Holiday Schedule and shall be scheduled off and paid for the holidays. The Detective shall not receive any other compensation for the holidays.

## **ARTICLE X - COURT APPEARANCES**

All members of the Association compelled to appear in any court in connection with a criminal or quasi-criminal complaint, or before any administrative board while on a scheduled day off, or on

scheduled time off, shall be compensated at a minimum of two (2) hours at one and one half (1.5) times their straight time pay, as defined in Article V.

There shall be no exceptions to the minimum number of hours paid for court appearances.

## **ARTICLE XI - SICK LEAVE**

All members of the Association shall be entitled to one hundred and twenty (120) hours sick leave per year of employment. Sick leave may be accumulated to a maximum of two thousand two hundred and fifty (2,250) hours per member. Sick leave shall not be used or charged against any officer who is injured performing a duty for the Township.

The Township shall provide for the full salary of any member of the Association who may be subject to any major injury while in the performance of his duty for the Township for such period of time as he shall be receiving workman's compensation.

If a member is on workman's compensation for (3) three continuous months, following that (3) month period the Township and/or the Chief of Police shall reserve the right to have the member examined by an independent physician or medical facility of their choice. The purpose is to determine if and when the member can reasonably be expected to fully perform his/her duties as a police officer.

The Chief of Police may at his sole discretion institute a "Light Duty" policy based on the availability of assignments. Light duty when possible will be made available to members unable to perform their full police duties as a result of both ON and OFF duty injuries.

In the event a "Light Duty" assignment is offered as a result of an injury, it shall be at the officer's discretion whether to accept light duty or utilize his accrued sick time.

Prior to the 1st pay period in January and the 1st pay period in July, the Chief of Police or his designee shall provide a statement of available sick time to each member of the police department.

Prior to the 1st pay period in January and the 1st pay period in July, the Chief of Police or his designee shall submit to the Finance Office a Master List containing the number of available sick leave hours for each member of the police department.

The official record for the accounting of sick leave hours shall be the record maintained in the Office of the Chief of Police. It shall be the responsibility of each member to ensure his personal sick leave record is correct.

Officers who go a full calendar year without using sick time shall receive twelve (12) hours of compensatory time on January 1st of the following year.

Upon retirement of any member, the Township shall buy back two (2) hours for every five (5) hours of unused sick time (Payback of 40%). Computation of sick time earned during the calendar year of retirement will be prorated based on the percentage of days worked in that year. The buyback shall be spread out over two (2) years, with 50% of the final buyback figure being paid during the year of retirement and the remaining 50% of the final buyback figure being paid the year after retirement.

Due to budgetary considerations, to guarantee 50% of the final buyback figure during the intended retirement year, members must submit IN WRITING the intent to retire to the Township by the preceding November.

The Township retains the right to defer the 50% buyback to members who did not submit a written intent to retire by the preceding November, and then elects to retire after the budget year begins (January 1st). Township will only defer the 50% buyback if unable to do so due to budget restrictions.

There shall be no agreement or negotiations between individual members and the Township to change or modify buyback terms.

## **ARTICLE XII - PERSONAL DAYS**

### **SECTION 1**

Each member of the Association shall be given three (3) personal days off, to be taken at ANY time during the calendar year. Requests for a personal day that are for reasons other than an emergency should be requested with as much advance notice as possible but still fall under the same conditions of being permitted for use at ANY time. One (1) day of personal time may be taken in two (2) equal segments of a member's normal work shift. (i.e. 12 or 8 hour shifts)

Manpower availability shall be a consideration when scheduling Personal Days. Other than in cases of emergency, personal days will not be permitted when two officers assigned to a Patrol Platoon (of any rank) have previously been scheduled as OFF for any reason.

Upon retirement, members will not be paid for unused Personal Days.

### **SECTION 2 - LEAVE OF ABSENCE DUE TO FAMILIAL DEATH**

In the event of the death of: Father, Mother, Grandfather, Grandmother, Husband, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Son in-law, Daughter-in-law, (including step relations), members of the Association will be allowed from day of death five (5) consecutive regular working days off with pay. Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) work days due to death of a spouse, provided that such spouse shall leave surviving a minor child or children:

otherwise, such leave shall be for a period of five (5) work days. For grandchild, niece, nephew, aunt, uncle, brother/sister-in-law or any person in the household for whom the Member is legal guardian, members of the Association shall be granted from day of death three (3) consecutive regular working days off with pay. In addition, accumulated sick leave may be utilized for additional time off for the death of an immediate member of the family. Exceptions to this article may be made with the approval of, and at the discretion of the Chief of Police.

### **SECTION 3 - UNILATERAL SHIFT MOVEMENT**

Unilateral shift movement is permitted, so long as a request signed by both members is forwarded to the Chief of Police for approval. The request shall contain the dates of shifts to be exchanged, and be submitted at the earliest possible date. Requests shall be approved if the request meets all of the listed requirements.

Unilateral shift movement shall not result in the payment of overtime or rate change. Only members of equal rank can exchange shifts. (Patrol Officer for Patrol Officer or Supervisor for Supervisor). Corporals may switch with Sergeants and Sergeants may switch with Corporals as long as the switch does not leave one shift without a supervisor. Members of the Detective Bureau may switch on call shifts with other members of the Detective Bureau, regardless of rank.

### **SECTION 4 - MATERNITY/PATERNITY LEAVE**

All members of the association will be permitted to utilize up to two (2) weeks, or eighty four (84) hours, of accrued sick time without penalty, from the day of birth, to care for a newborn child and/or birth parent. Exceptions to this article may be made, at the discretion of the Chief of Police or his designee, for any medical situations where the member would not be able to return to work within the allotted leave granted.

## **ARTICLE XIII - VACATION CARRY-FORWARD**

When a Member is unable to take all of the vacation time permitted under the conditions of this Agreement due to illness, disability, military service or the need to work due to any emergency situation, the vacation time not used may be carried forward to the following year. Such vacation carryover shall be limited to a maximum of one hundred and twenty (120) hours per year.

## **ARTICLE XIV - UNIFORMS, SUPPLIES AND EQUIPMENT**

### **SECTION 1**

The Township shall pay for the dry cleaning, maintenance and alteration of all uniforms to maximize utilization of equipment and uniforms. The Township shall provide an annual clothing allowance up to \$1,000 for officers that have completed their probationary period. The clothing

allowance shall be administered on the Township purchase order system. The Chief of Police or his designee shall reserve the right to inspect unserviceable equipment to justify the replacement of requested items.

Ballistic vests shall be replaced at the specification of the manufacturer, or upon sustaining damage that would affect the protective value of the vest.

Service ammunition shall be replaced twice per year at the expense of the Township as per State regulation.

The Township shall provide each newly hired police officer with the following new equipment: (1) winter jacket, (1) Class A uniform including (1) pant, (1) long sleeve shirt & (1) short sleeve shirt, (2) Class B uniforms including (2) BDU pants, (2) long sleeve BDU shirts & (2) short sleeve BDU shirts, (1) ballistic vest, (1) outer carrier with attachments and (2) sets of footwear, (1) shoe & (1) boot. All uniforms will be affixed with the proper patches, badges and brass including name tags at the expense of the Township.

All sworn officers shall also be provided with duty weapon(s), leather, and other items of equipment that has been determined by the Chief of Police to be standard issue

An officer assigned as an investigator or to any other non-uniformed position shall be permitted to purchase clothing and equipment suitable for that assignment in lieu of the standard issue uniform. Said officer shall be reimbursed for those purchases after submitting receipts. The amount of reimbursement shall not exceed the \$1,000 maximum allotted for uniformed officers.

## **SECTION 2**

To ensure that the uniforms are consistent, the Chief of Police will determine the style and/or design of each item as well as select appropriate vendors based on competitive quotations. A list of approved vendors will be supplied before January 15th of each year by the Chief of Police. List will be distributed to Members of the Association and to the Township Treasurer.

## **SECTION 3**

Orders for clothing and equipment may be placed as needed throughout the year. Members should not commit to purchases prior to receiving authorization from the Chief of Police or his designee. Once the specifics of the purchase are determined and approved, a request shall be made for the Treasurer to prepare a purchase order.

## **SECTION 4**

Safety shields and a shotgun with safety locks shall be installed in each patrol vehicle. The shield shall be made of high impact clear plastic so that no article may be passed or thrown from the rear seat to the front seat.

## **ARTICLE XV - CONTINUING EDUCATION**

### **SECTION 1 - TUITION REIMBURSEMENT**

Officers shall be entitled to tuition reimbursement for classes taken at an accredited college. Classes must be related to, or required for a degree in Law Enforcement, Public Safety or Public Administration to be eligible. Officers must obtain a "C" average or better, or a "pass" for a "pass/fail" course, to be eligible. Tuition reimbursement is limited to up to \$2,000 per year, per officer.

Members shall submit tuition requests in writing to the Chief of Police. The Chief shall forward approved requests to the Treasurer's office for payment.

If an officer's employment with the Township is discontinued, whether by resignation, retirement or dismissal, all tuition reimbursement for courses which may be on-going or have been completed within the 24 month period prior to leaving shall be reimbursed by the employee to the Township.

### **SECTION 2 - EMT INCENTIVE**

Officers who are certified by the State of New Jersey as Emergency Medical Technicians shall receive \$200.00 per year. An officer must present proof of his certification to the Chief of Police to be eligible for the stipend.

The Chief of Police shall provide a list of certified EMT's to the Treasurer's office by May 1st. EMT's to be paid the first pay period in June.

## **ARTICLE XVI - MEDICAL INSURANCE BENEFITS**

### **SECTION 1**

The Township shall provide medical insurance benefit payment for each PBA member and his or her immediate eligible dependent family members. The Township shall reserve the right for proof of "Immediate Eligibility" before coverage is authorized.

Each association member is eligible to select prescription and health insurance benefits from any of the plans offered by the New Jersey State Health Benefits Plan or any other plan that may be offered as an alternate plan. In offering an alternate plan, there shall be no decrease in benefits and each member will be eligible for any improvement or upgrades that are offered to other Township employees at no additional cost to the member. If there is an anticipated change of any medical plan(s) or carriers, the PBA shall be given advance notice of at least 60 days by the Township.

All final benefit coverage(s) must be reviewed and approved by the Township Committee upon recommendation of the Chief Financial Officer.

## **SECTION 2 – HEALTH BENEFIT PLAN INCENTIVE OPTION**

The Township shall pay an additional 30% of the members' annual health care premium contribution if the member elects to be covered under the following plans:

- **Omnia Health Plan or it's replacement plan.**
- **NJ Direct 2035 or it's replacement plan.**
- **NJ Direct HD 4000 or it's replacement plan.**

Example: If a member's annual premium for Omnia Health Plan is \$20,000 and the member's expected contribution is 35% or \$7000 if they are topped out on the Chapter 78 scale. The Township would discount the employee's contribution by 30%. In this example that would equate to \$2100. The employee would then be expected to pay \$4900 rather than \$7000 and the Township will absorb the additional cost.

## **SECTION 3 – MANDATORY MEDICAL EXAMINATIONS**

Each member of the PBA is required to have a complete mandatory medical examination once every other year. It will be the responsibility of the PBA member to schedule their own medical exam through his/her medical insurance provider and submit the bill to their insurance provider first, for payment. Any expenses resulting from the medical examination not covered by their insurance provider may be submitted to the Township for reimbursement.

- The Township will require all PBA members to provide proof that all required medical examinations are performed and documented to the Chief of Police. Township will require each PBA member to further submit physician's proof that their mandatory examinations were completed and passed to be able to perform adequate police duties as deemed by the Chief of Police or his designee.
- As the result of any medical examination, if a doctor requires a written need for a stress test, the township will bear the cost.
- Medical examinations requested by a PBA member during the years that they are not mandatory, will be covered on a limited basis. Limited basis implies a written request from a physician or a newly documented medical issue is identified during the non-mandatory year. Expenses for these additional medical exams must be submitted to their insurance provider first, for payment. Any expenses resulting from the medical examination not covered by their insurance provider may be submitted to the Township for consideration for reimbursement.
- Medical examinations are critical health and safety components of each and every PBA member. Likewise, the results of these examinations are equally important and any/all negative results from the medical examinations are required to be communicated to the



Chief of Police and/or his Designee, by the PBA member, only if the negative result(s) could hinder the performance of his or her duties, or potentially risk other members on the force.

#### **SECTION 4 - COMMUNICABLE DISEASES**

Any PBA member who shall suffer from any blood borne communicable disease, e.g. Hepatitis B, AIDS, etc. shall be treated initially with the assumption, but not the final conclusion, that the disease was contracted during the performance of his/her duties as a Township police officer. It will be the responsibility of the PBA member to validate the claim of contamination while on duty through an incident report or other non-prejudicial report.

Inoculations for above noted diseases, proven to be contracted during the performance of official duties as an officer, will be covered by the Township at no expense to the PBA member.

#### **SECTION 5 - RETIREMENT BENEFITS**

Retirement benefits will be provided under the following conditions:

Coverage is for retired employees and their spouse only. Benefits include prescriptions for employee and spouse only. Dependent children are not included in these benefits. Township will pay the cost of premiums for health insurance, including prescription coverage, for retirees at the rate equivalent to the current premium the Township is offering at the time of retirement.

Eligibility: Must have twenty-five (25) years credit in the PFRS Police and Firemen's Retirement System which includes a minimum of twenty (20) years' service with the Township of Harrison, or retire on an ordinary or accidental disability.

If retiree or spouse becomes employed and is eligible for, and accepts, health benefits with dependent coverage that is equal to or better than those offered by the Township at no cost to the retiree or spouse, it will be the responsibility of the retiree or spouse to contact the Township to cancel their current retirement health benefits from the Township.

In the event of the death of a retiree, the surviving spouse is entitled to receive health benefits under the conditions outlined, unless the surviving spouse remarries and becomes eligible to receive benefits through his/her new spouse. It shall be the responsibility of the surviving spouse to contact the Township to cancel their current retirement health benefits from the Township.

In the event that the Township opts to change retirement health benefit coverage, the retiree who retires after January 1, 2018 and his or her spouse, is entitled to benefits, including doctor

and hospital co-payments, which are equal to those offered by the Township to active duty officers

## **ARTICLE XVII - DENTAL AND EYE CARE**

Each member of the PBA shall be reimbursed up to \$1,050.00 per year for treatment to immediate dependent family member(s) as an allowance for dental and eye care "rendered services", or supplemental coverage of any type.

Township will reimburse members up to a maximum of \$500.00 per dependent child for orthodontic treatment, but not to exceed a maximum of \$1,000.00 per family. Reimbursements will be paid upon presentation of paid receipts to the Township Finance Department. If during the new contract period a new plan is offered and accepted which offers dental and eye coverage, then the provision of monetary reimbursement shall become null and void at the end of the calendar year in which the new plan will take effect and be accepted.

## **ARTICLE XVIII - CALL IN AND SCHEDULE CHANGE**

### **SECTION 1 - CALL IN**

When an officer is recalled to duty on a scheduled day off, or prior to or after a regularly scheduled shift, that officer will be guaranteed a minimum of three (3) hours pay at one and one half (1.5) times the straight pay. Officers scheduled off for Vacation or Personal Time shall not be recalled unless there is a full departmental recall or all other efforts to fill the shift have been exhausted. i.e Overtime offered for the shift that needs to be covered. Certain circumstances would prevent a recall during vacation or personal time, such as being out of State or out of the Country. Recalls during use of compensatory time will be subject to Article XIX, Section 1.

Guaranteed three (3) hour minimum only applies when an officer is recalled to duty. Officers required to extend their regularly scheduled shift shall be paid at (1.5) times the straight pay for additional hours worked. Applicable overtime will be computed in (1/2) hour increments.

To better facilitate communications, the Chief of Police may schedule Department or Supervisor Staff meetings as needed. Members will be guaranteed two (2) hours pay at straight time for meetings of (2) hours or less. Should a meeting extend past two (2) hours, additional time must be paid at (1.5) times the hourly rate.

### **SECTION 2 - SCHEDULE CHANGE**

Schedules for Patrol Platoons and Shifts to take effect on the first full pay period of the calendar year, must be posted by December 15.

In accordance with Article II - Management Rights, and New Jersey Statute 40A:14-118, it is recognized by all parties that the Chief of Police is directly responsible for the efficiency and routine day to day operations of the police department. Therefore, it is understood that duty assignments and shift schedules may be adjusted by the Chief of Police at any time with due cause.

Effective January 1, 2014, three (3) hours allowance pay at the regular hourly rate shall be paid in the event of five (5) days or less notice of schedule change.

### **SECTION 3 - DETECTIVE BUREAU ON CALL**

Effective January 1, 2022, it is understood that a member of the Detective Bureau shall be on call during times when there is no member scheduled on duty in the Bureau. To compensate the member for being on call, the member will receive 4 hours of compensatory time per week (7 Days Monday-Sunday) that they are assigned "on call" status. Should the member be called in during this time, they shall be compensated with overtime pursuant to Section I of this Article. Pursuant to Article VII, Section 3, unilateral shift movement is permitted between members of the Detective Bureau for on call shifts. Compensation shall not change if members of the Detective Bureau elect to perform an unilateral shift movement. It is the responsibility of the Detective Sergeant, or the highest ranking member of the Detective Bureau, to ensure that unilateral shift movements in the Detective Bureau are performed appropriately and on call shifts are covered.

In addition to the compensatory time, stipends will be given to members of the Detective Bureau: The stipend will be paid to the member no later than June 1st of the given year, unless the member is promoted after that date.

Detective Sgt: \$2500

Detective: \$1500

## **ARTICLE XIX - COMPENSATORY TIME**

### **SECTION 1**

An officer shall have the right to choose to receive compensatory time hours in lieu of overtime payment, at a rate of one and one half (1.5) hours for each hour of overtime worked. The Chief of Police or his designee shall keep a record of each officer's compensatory time bank. An officer who utilizes compensatory time is subject to recall, and if that officer is unable to recall, the officer's compensatory time will be canceled and the officer will be charged vacation or personal time. Officers shall not accrue a bank of more than sixty (60) hours of compensatory time before they shall be compelled to use an amount of time that takes them under the maximum bank of sixty (60) hours. Officers shall not use compensatory time in amounts that exceed their available personal or vacation time. Compensatory time may not knowingly be

taken if it results in the need for overtime pay for shift coverage. Compensatory time can be taken in increments of thirty (30) minutes.

## **SECTION 2-KELLY TIME**

Patrol officers shall work 84 hours in a two week period, with each officer credited annually, as of January 1, with an additional 104 hours of compensatory time, as compensation for the additional hours scheduled over 2080 per year (referred to as Kelly Time per Fair Labor Standards Act). This compensatory time may be taken at the officer's discretion through the year, as long as it does not result in overtime. Requests for use of this time shall not be unreasonably denied. Kelly Time will be kept in a separate compensatory bank and is not able to be carried over. Exceptions to the carry over are at the sole discretion of the Chief of Police or his designee. Overtime and salary calculations will be based on the provisions outlined in Article V, Section 1 of this Agreement. Kelly time is applicable to all members of this Agreement who are scheduled over the FLSA 2080 hours.

Any member that is assigned/promoted from a position scheduled for 2184 hours to a position scheduled for 2080 hours or vice versa shall have their "Kelly Time" adjusted on a prorated basis. For the purposes of calculation, Kelly Time is accrued at 4 hours per pay period during a calendar year. (4 hours x 26 pay periods=104 hours) In the event that a member has used over the prorated amount of Kelly Time prior to being assigned/promoted, the member will be assigned additional hours to make up for the difference. If the member is assigned/promoted to the Detective Bureau, the assigned additional hours can be in the form of "on call" status pursuant to Article XVIII, Section 3. Under no circumstances shall the member's accrued vacation, personal, comp or sick time be adjusted to make up for this time, unless the member elects to utilize their accrued time. Exceptions to this paragraph may be made at the discretion of the Chief of Police or his designee.

## **SECTION 3-K9**

Compensation for the care of the Police canine shall be granted in the following manner. The K9 handler shall be granted off for the first 30 minutes and the last 30 minutes of his/her assigned shift. This time is non-accumulative compensatory time to be utilized specifically for care of the Police canine. The Township also agrees that the K9 handler(s) will be given a yearly stipend of \$2000.00. The stipend will be paid to the handler no later than June 1st of the given year.

The monetary stipend paid to the K9 handler is for additional time spent grooming, feeding, exercising, etc. the police canine outside of normal working hours. The Township of Harrison will be responsible for all Police canine related expenses. This will include but is not limited to all veterinary expenses, food, grooming, supplies and equipment associated with the care and maintenance of the Police canine. It shall be expressly understood that the Police canine, during its active duty assignment life, is the possession of the Township of Harrison. In the

event of the employment termination or resignation during the service life of the Police canine, the handler shall surrender the Police canine and all issued equipment to the care of the Chief of Police or his designee.

Training days and recertification of the Police canine handler will try to be scheduled during the officer's normal shift. If this is not feasible, compensation time will be provided to the Officer pursuant to Section 1 of this Article.

## **ARTICLE XX - TWELVE (12) HOUR WORK SCHEDULE**

The twelve (12) hour shift schedule is attached hereto as part of this Agreement, labeled "Appendix C". "Appendix C" is an example of the layout of the schedule.

The twelve (12) hour shift schedule shall only apply to officers assigned to Patrol Platoons.

Officers assigned to Patrol positions working a 12 hour shift, shall work a two week rotating schedule, in which the officers shall rotate between day and night work every two weeks. For example, Sergeants, Corporals, and Patrol officers will work the day shift for two weeks, and then work the night shift for the next two weeks, pursuant to the established Pitman schedule. An annual work schedule shall be issued as Appendix "C" reflecting this two week rotating schedule.

Beginning on the first pay period in 2022, when the new patrol platoons pursuant to Article XVIII, Section 2 commence, patrol platoons will begin a 6 month trial period of a four week rotating schedule. The schedule will mirror that of the two week rotation listed above, with Sergeants, Corporals and Patrol officers working day shift for four weeks, and then working night shift for the next four weeks. The President of Harrison Township PBA #178 will furnish the Township in writing prior to the end of July 2022 if the members collectively wish to switch back to the two week rotation. If no correspondence is received by the Township prior to July 31, 2022, the Township will assume that the four week rotation will be binding for the length of this Agreement.

It shall be understood that the School Resource Officer(s), Investigator(s) and breaker shift (K9) officer(s), are considered assignments, and officers who fill those roles do so solely at the discretion of the Chief of Police. Note: Shifts of these assignment officers may not be changed arbitrarily to fill platoon needs, i.e vacation/personal time off on a platoon. Long term shortages/injuries on a platoon or a change of assignment would justify a change of shift. All shift changes are to be compensated pursuant to Article XVIII, Section 2 of this agreement.

The Detective/Detective Sergeant, positions of promotion, and the assigned Investigator shall work a 40 hour per week schedule as set by the Chief of Police.

## **ARTICLE XXI - REQUIREMENT OF WRITTEN MODIFICATION**

This agreement may not be changed or altered in any way during the contract period without the written consent of both parties hereto.

## **ARTICLE XXII - RETROACTIVITY**

Unless otherwise specified, all the terms and conditions of this Agreement are retroactive to January 1, 2022.

## **ARTICLE XXIII - RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which the members of the Association have heretofore enjoyed as of January 1, 2022, and are presently enjoying, shall be maintained and contained by the Township during the term of this Agreement at not less than the highest standards in effect.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

## **ARTICLE XXIV - LEGAL AID**

The Township will provide legal aid to all members of the Association pursuant to the applicable statutes of the State of New Jersey. Defense will be provided in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties. Officers shall have the right to select the attorney of their choice, to be paid at the Township's established hourly rate, provided the attorney is approved by the JIF.

## **ARTICLE XXV - DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the PBA because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce police officers in the membership.

Neither the Township nor the PBA shall discriminate against any police officer because of race, creed, color, age, sex or national origin.

## **ARTICLE XXVI - SAVINGS CLAUSE**

In the event that any Federal or State Legislation, governmental regulation or court decision causes invalidation or any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

## **ARTICLE XXVII - MEMBERSHIP DUES**

### **SECTION 1**

The Township shall deduct dues from the wages of all personnel covered by this agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly paycheck and deliver to the Association on the first of each month the previous month's dues collection.

### **SECTION 2**

The Association shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation in Section 1.

### **SECTION 3**

The Association shall indemnify the Township from all liability resulting from and/or caused by dues deduction.

## **ARTICLE XXVIII - ASSOCIATION BUSINESS**

### **SECTION 1**

The Township shall grant time off without loss of pay to the Association State Delegate or designee to attend monthly state meetings.

### **SECTION 2**

The Association President and one (1) designee shall be granted time off without loss of pay to attend meetings at mutually agreed times with the Employer's representatives and shall be granted similar time off to conduct Association business. The Township shall not deny a reasonable request of the Association President for such time off. The Association recognizes the right of the Township to recall the officers to duty in case of emergency.

### **SECTION 3 - CONVENTIONS**

The Township agrees to grant no less than two (2) members and no more than 10% of the Associations membership the necessary time off without loss of pay to attend any State or National convention of the New Jersey State PBA, pursuant to NJSA 40A:14-177.

## **ARTICLE XXIX - NEGOTIATIONS PROCEDURE**

### **SECTION 1**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of members of the Township Police Department and The Association included in Article I. Such negotiations shall begin no later than September 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in said Article I, to be reduced to writing, and to be signed by authorized representatives of the Township of Harrison and the members of the PBA.

The Township agrees that there shall be no changes in the terms and conditions of employment during the term of this agreement, except through negotiations between the parties.

### **SECTION 2**

The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during scheduled hours without loss of pay. The parties recognize the right of the Township to recall the officers to duty in case of emergency.

## **ARTICLE XXX - DURATION**

### **SECTION 1**

This agreement shall become effective January 1, 2022 and shall terminate on December 31, 2025. If either party desires to change or annul this Agreement, it shall notify the other party in writing at least 120 days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

### **SECTION 2**

The terms set forth in the current Agreement shall remain in effect after December 31, 2025 and during such time that the Agreement for 2026 is being negotiated.

## **ARTICLE XXXI - EXTRA DUTY WORK**

Members (in good standing) will have an equal opportunity to participate in Extra Duty Work.

Outside employers and participating members must conform to all procedures and requirements detailed in Harrison Township Ordinance #02-2021.



## **SALARY SCHEDULES**

The Chief of Police must submit a schedule of dates for rate changes to the Finance Office NLT December 1st for the upcoming year.

Chief may recommend an increase be withheld or delayed based on performance.

## **SALARY GUIDE APPENDIX**

It is understood and agreed to by both parties that the reference in the salary guide to ten (10), fifteen (15) or twenty (20) years of service refers to the length of time employed by the Township, not time served in the stated rank. It is further understood and agreed to by both parties that moving up in salary from one (1) stated length of service time to another takes place AFTER COMPLETION of the ten (10), fifteen (15) or twenty (20) years of service. The move to a new salary level will begin the pay period immediately following the members anniversary date.

Both parties agree that for the duration of this contract the new "Salary Guide" will include a salary consistent with New Jersey State Minimum wage for "Recruits" while attending a police academy. Reflected in the Salary Schedule in Appendix "A & B"

Both parties agree that upon graduation from the academy, Patrolman will move to a salary level entitled "Probationary Period" for (1) one year.

Upon successful completion of the (1) one year probationary period, and with the recommendation of the Chief of Police, officers will move to the Patrolman Seventh Class salary level. Officers hired after January 1, 2022 will move from to the Patrolman Ninth Class salary level.

**SEE ATTACHED APPENDIX "A"- SALARY SCHEDULE 1-1-2022 THRU 12-31-2025**

**SEE ATTACHED APPENDIX "B"- SALARY SCHEDULE for new hires after 1-1-2022  
1-1-2022 THRU 12-31-2025**

**SEE ATTACHED APPENDIX "C"- PATROL (12) HOUR SHIFT SCHEDULE**

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

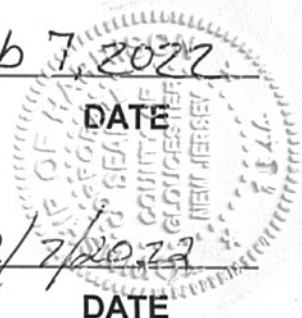
TOWNSHIP OF HARRISON, IN THE COUNTY OF GLOUCESTER

BY:

*Louis Manzo* Feb 7 2022  
MAYOR LOUIS MANZO DATE

BY:

*Mark S. Gravinese* 2/7/2022  
TOWNSHIP ADMINISTRATOR MARK GRAVINESE DATE



HARRISON TOWNSHIP PBA LOCAL #178

BY:

*Kevin McGowan* 2/11/2022  
PBA #178 PRESIDENT KEVIN MCGOWAN DATE

BY:

*Christopher Foster* 2/11/2022  
PBA #178 STATE DELEGATE CHRISTOPHER FOSTER DATE

WITNESS

BY:

*Diane Malloy* Feb 7 2022  
MUNICIPAL CLERK DIANE MALLOY DATE

Appendix "A"				
Year	2022	2023	2024	2025
Percentage Increase	0%	2.67%	2.67%	2.67%
<b>Patrolman</b>				
Recruit	\$28,392.00	\$30,576.00	\$32,760.00	\$32,760.00
Probationary	\$49,638.51	\$50,963.86	\$52,324.59	\$53,721.66
Seventh Class	\$61,206.30	\$62,840.51	\$64,518.35	\$66,240.99
Sixth Class	\$70,291.21	\$72,167.99	\$74,094.87	\$76,073.20
Fifth Class	\$82,946.74	\$85,161.42	\$87,435.23	\$89,769.75
Fourth Class	\$88,293.27	\$90,650.70	\$93,071.07	\$95,556.07
Third Class	\$94,037.70	\$96,548.51	\$99,126.35	\$101,773.03
Second Class	\$98,615.46	\$101,248.49	\$103,951.83	\$106,727.34
First Class	\$103,361.27	\$106,121.02	\$108,954.45	\$111,863.53
10 Yrs Twp. Service	\$104,369.67	\$107,156.34	\$110,017.41	\$112,954.88
15 Yrs Twp. Service	\$105,378.08	\$108,191.67	\$111,080.39	\$114,046.24
<b>Detective/Corporal 4%</b>				
Detective/Corporal 4%	\$109,593.21	\$112,519.35	\$115,523.62	\$118,608.10
10 Yrs Twp. Service 1%	\$110,689.14	\$113,644.54	\$116,678.85	\$119,794.17
15 Yrs Twp. Service 1%	\$111,796.03	\$114,780.98	\$117,845.64	\$120,992.11
<b>Sergeant 4%</b>				
Sergeant 4%	\$116,267.87	\$119,372.22	\$122,559.46	\$125,831.80
15 Years Twp. Service 2%	\$118,593.22	\$121,759.66	\$125,010.64	\$128,348.43
20 Years Twp. Service 2%	\$120,965.09	\$124,194.86	\$127,510.86	\$130,915.40

Appendix "B"-Salary Guide for members hired after 1/1/2022

Year	2022	2023	2024	2025
Percentage Increase	0%	2.67%	2.67%	2.67%
<b>Patrolman</b>				
Recruit	\$28,392.00	\$30,576.00	\$32,760.00	\$32,760.00
Probationary	\$49,638.51	\$50,963.86	\$52,324.59	\$53,721.66
Ninth Class	\$55,607.71	\$57,092.44	\$58,616.80	\$60,181.87
Eighth Class	\$61,576.91	\$63,221.01	\$64,909.01	\$66,642.09
Seventh Class	\$67,546.11	\$69,349.59	\$71,201.23	\$73,102.30
Sixth Class	\$73,515.31	\$75,478.17	\$77,493.44	\$79,562.51
Fifth Class	\$79,484.51	\$81,606.75	\$83,785.65	\$86,022.72
Fourth Class	\$85,453.71	\$87,735.32	\$90,077.86	\$92,482.94
Third Class	\$91,422.91	\$93,863.90	\$96,370.07	\$98,943.15
Second Class	\$97,392.11	\$99,992.48	\$102,662.28	\$105,403.36
First Class	\$103,361.28	\$106,121.03	\$108,954.46	\$111,863.54
10 Yrs Twp. Service	\$104,369.69	\$107,156.36	\$110,017.44	\$112,954.90
15 Yrs Twp. Service	\$105,378.08	\$108,191.67	\$111,080.39	\$114,046.24
<b>Detective/Corporal</b>				
Detective/Corporal	\$109,593.21	\$112,519.35	\$115,523.62	\$118,608.10
10 Yrs Twp. Service	\$110,689.14	\$113,644.54	\$116,678.85	\$119,794.17
15 Yrs Twp. Service	\$111,796.03	\$114,780.98	\$117,845.64	\$120,992.11
<b>Sergeant</b>				
Sergeant	\$116,267.87	\$119,372.22	\$122,559.46	\$125,831.80
15 Years Twp. Service	\$118,593.22	\$121,759.66	\$125,010.64	\$128,348.43
20 Years Twp. Service	\$120,965.09	\$124,194.86	\$127,510.86	\$130,915.40



2022 SCHEDULE

HARRISON TOWNSHIP POLICE DEPARTMENT SCHEDULE 2022		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S								
B Platoon		X	X						X	X						X	X													
C Platoon				X	X						X	X						X	X											
JANUARY																														
		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
FEBRUARY																														
		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28							
MARCH																														
		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
APRIL																														
		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
MAY																														
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
JUNE																														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
JULY																														
		27	28	29	30																									
AUGUST																														
		25	26	27	28	29	30	31																						
SEPTEMBER																														
		22	23	24	25	26	27	28	29	30	31																			
OCTOBER																														
		19	20	21	22	23	24	25	26	27	28	29	30	31																
NOVEMBER																														
		17	18	19	20	21	22	23	24	25	26	27	28	29	30	31														
DECEMBER																														
		14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30												
		12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
A Platoon	B Platoon																													
Sgt. Cartella	Sgt. Pflugfelder																													
Cpl. Rodgers	Cpl. Golden																													
Ptl. May	Ptl. Macken																													
Ptl. Riccardi	Ptl. German																													
		C Platoon										D Platoon																		
		Sgt. Neely										Sgt. Datz																		
		Cpl. Morris										Cpl. McGowan																		
		Ptl. McLaughlin										Ptl. Kalabic																		
		Ptl. Dillon										Ptl. Watts																		
		C/D Breaker																												
		Ptl. Germscheid																												
		K-9 Dunkin																												
Detective	DSG. Thomas																													
Investigator	Ptl. Foster																													
SRO-CRHS	Ptl. Pastic																													
SRO-CRMS	S/O Mollie																													
SRO-PVS	S/O Minniti																													
SRO-HTS	S/O Nastasi																													
		Key																												
		Daywork										Nightwork																		
		0600-1800										1800-0600																		