

Contract 713

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RUTGERS UNIVERSITY

CONTRACT BETWEEN

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

and

HARRISON P.B.A. LOCAL 22

POLICEMEN'S BENEVOLENT ASSOCIATION

OF NEW JERSEY

January 1, 1990 - December 31, 1991

Murray, Murray & Corrigan  
25 Sycamore Avenue  
Little Silver, New Jersey 07739  
(201) 747-2300

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ARTICLE I

ASSOCIATION RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all uniformed employees in the Police Department of Harrison below the rank of Chief for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extent so required.

Section 2. The title "Policeman" shall be defined to include the plural as well as the singular.

ARTICLE II

ASSOCIATION PRIVILEGES

Section 1. The President of the Association, authorized delegates and alternate delegate shall be granted time off to attend the State Conventions of the New Jersey State PBA to the extent required by N.J.S.A. 11:26C-4. One delegate and alternate delegate shall be permitted to attend PBA State and County meetings. The President shall be granted time off to attend State and County PBA meetings.

Section 2. The Town will allow the HPBA President and the Executive Delegate reasonable time off with pay to attend related business to their official functions such as seminars, negotiations, processing of grievances, all local, county and state meetings of the affiliated organizations.

Section 3. All time granted off herein shall be without loss of pay or other benefits.

ARTICLE III

INDIVIDUAL CONTRACTS

The Town agrees not to enter into any other agreement or contract with its employees as defined in Article I, Section 1 of this Agreement, individually or collectively, which, in any way, conflicts with the terms and provisions of this Agreement.

ARTICLE IV

LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law.

ARTICLE V

UNION SECURITY

Section 1. Dues Check-Off: The Town agrees to deduct Association dues upon receipt of written authorization from the policemen and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Policemen's Benevolent Association of New Jersey, Local #22.

Section 2. Representation Fee:

A. Upon the request of the Association, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Association.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

C. The amount of said representation fee shall be certified to the Town by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

D. The Association agrees to indemnify and hold the Town harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

E. The Town shall remit the amounts deducted to the Association, together with the dues deducted, pursuant to Section 1, above.



F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making said deductions.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Town.

B. The Town reserves to itself sole jurisdiction and authority over matters of police and retains the right, in accordance with the Laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

1. To direct employees of the Town;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the Town or to suspend, demote, discharge, or take disciplinary action against employees for just cause;
3. To make work assignments, work and shift schedules including overtime assignments;
4. To maintain the efficiency of the Town operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE VII

OVERTIME

A. The present practice with respect to overtime compensation shall be maintained for the duration of this Agreement. The overtime rate shall be computed on the basis of 2080 hours per annum.

B. Overtime shall be computed at the rate of time and one-half (1 1/2). No overtime shall be paid for zero (0) to nineteen (19) minutes of each hour. Overtime shall be computed after the employee has completed twenty (20) minutes or more beyond his normal tour of duty.

ARTICLE VIII

VACATIONS

A. The Town shall maintain its existing vacation policies for the period January 1, 1990 through December 31, 1991.

Patrolman	20 work days per annum
Sergeant	21 work days per annum
Lieutenant	22 work days per annum
Captain	23 work days per annum
Deputy Chief	24 work days per annum

B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

C. New members of the Police Force shall receive prorata vacation for the first calendar year prorated at the rate of 1.5 days for each full month.

ARTICLE IX

PERSONAL LEAVE

Effective January 1, 1990, members shall be entitled to one (1) personal day, to be scheduled as described for vacation time in Article VIII, and as further agreed by the parties.

ARTICLE X

SICK LEAVE

Every employee shall be entitled to sick leave, with pay for reasons of sickness or disability on the following basis:

A. During the first year of employment, one and one-quarter (1 1/4) workday of sick leave for each completed calendar month of service.

B. After one (1) full year of employment, fifteen (15) workdays of sick leave, in each calendar year.

C. Unused sick leave shall be cumulative without limit as per Civil Service.

D. During the month of March of each year, the Police Department shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.

E. Effective January 1, 1987, each employee upon retirement, shall be entitled to time off with pay, or in a cash lump sum at the employee's option, prior to his retirement, of one-half (1/2) of his accumulated sick leave.

F. Effective January 1, 1990, a member retiring with fifteen thousand (\$15,000) dollars or less of terminal leave pay shall be entitled to this payment in one (1) lump sum upon retirement. However, if the retiring member's terminal leave pay is greater than fifteen thousand (\$15,000) dollars, he/she shall

receive three (3) equal and annual installment payments commencing on the date of retirement. No interest shall be added to any payment. Provided further that in no event shall the first payment be less than fifteen thousand (\$15,000) dollars. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above.

G. Absences due to line of duty or work-connected injury will not be charged against the sick leave provided in Paragraphs A, B, C, D, E and F.

ARTICLE XI

INSURANCE

Section 1(a). Members shall receive fully paid Blue Cross, Blue Shield, Rider J, 365-day hospital coverage and Major Medical insurance, prevailing fee plan, for themselves and their dependents. Dependent children shall be covered until age 23.

Section 1(b). Effective March 1, 1983, Rider J in paragraph (a) above, shall be changed to the so-called "Super-J" coverage at a cost of Two (\$2.00) Dollars per man or less per month.

Section 2. Retired members shall receive Blue Cross, Blue Shield and Rider J for themselves and their dependents.

Section 3. All members of the Harrison Police Department and their dependents shall be provided with a prescription drug program on a One (\$1.00) Dollar co-pay basis.

Section 4. The Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan to be selected by the PBA. The cost outlay for the calendar year 1983 shall be 10/12ths of \$225.00, or \$187.50. The Town in its discretion may waive this cap. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000.

Section 5. Active members shall receive a Two Thousand Five Hundred (\$2,500.00) Dollar term life insurance policy.

Section 6. Members shall continue to receive the same liability insurance presently in effect.



Section 7. The Town shall supply to all members all legal protection provided by New Jersey Statutes.

Section 8. Effective January 1, 1985, a medical emergency care rider will be added to the present Blue Cross, Blue Shield coverage.

Section 9. Effective July 1, 1984, those members of the bargaining unit who wish to voluntarily participate in the "Stay Well Program" may do so. The members of the unit who voluntarily participate in this program will pay fifty (50%) percent of the annual cost as it applies to them. The Town will pay the remaining fifty (50%) percent. This benefit will only apply to individuals who are included in the bargaining unit. The parties will make the appropriate administrative arrangements for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee-only program.

Section 10. Effective January 1, 1987, the Town shall provide an optical program for all members of the bargaining unit including dependents. The Town shall contribute the sum of One Hundred (\$100.00) Dollars per calendar year for this benefit. The Town in its own discretion may waive this cap.

ARTICLE XII

CLOTHING ALLOWANCE

A. The present practice governing uniforms, shall remain in effect.

B. Effective January 1, 1989, the clothing allowance shall be increased by \$25.00 to \$525.00 per year. The \$525.00 shall be made in two installments of \$262.50. A payment of \$262.50 shall be made in the first week of June; the second payment of \$262.50 shall be made in the first week of December.

ARTICLE XIII

HOLIDAYS

A. Members shall receive, effective January 1, 1986, thirteen (13) paid holidays. The holidays shall be paid in the first week in July and shall be computed by multiplying thirteen (13) times the member's average daily salary.

B. New members shall receive one and one-twelfth (1 1/12) day for each full month of service during the first calendar year of their appointment to be paid in the first week of December of that calendar year.

ARTICLE XIV

FUNERAL LEAVE

A. A member shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of the funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law,, sister-in-law, grandparents and grandchildren.

B. A member shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.

C. Effective January 1, 1990, a member shall be granted bereavement pay for one (1) day for the death of a grandparent-in-law provided the member is scheduled to work on the day of the wake or burial.

ARTICLE XV

MILITARY LEAVE

Military leave shall be granted pursuant to Federal and State Law.

ARTICLE XVI

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Town until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the Chief of Police designated by the Town. The answer shall be in writing and made within three (3) days by such Chief of Police to the Association.

STEP TWO:

If the grievance is not settled through Step One, the same shall, within five (5) working days, be reduced to writing by the Association and submitted to the Chairman, Police Committee, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two, then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Mayor. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three, then the aggrieved shall have the right, within five (5) working days to pursue all legal remedies afforded by provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within five (5) working days, to submit such grievance to an Arbitrator. The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The Arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties.

The Arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own cost of the arbitration but the costs of the Arbitrator shall be borne by the Town and the Association equally.

The Association President, or his authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative may be present at the Association's discretion as observer at any hearing on the individual's grievance.

F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.

G. Investigation and processing grievances by officially designated representatives which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The representative shall provide reasonable notification to the Chief of Police or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further



understood that the Chief of Police has the right to seek adjustment of appointments when the work situation warrants this.

The Association shall designate to the Town the names of the representatives who shall have the authority under this Article.

H. The employer shall process disciplinary charges within thirty (30) days from the date the employer knew or should have known of the occurrence of the infraction of the rules/regulations of the Department. Failure of the employer to process the disciplinary charges within said thirty (30) days shall be deemed to bar the employer from thereafter filing disciplinary charges; provided, however, that nothing in this section shall prohibit the employer from filing disciplinary charges against an employee with respect to more than one incident of the same nature even though the first of those incidents may have occurred more than thirty (30) days prior to the filing of the charge.

ARTICLE XVII

SALARIES

	<u>Effective</u> <u>1-1-90</u>	<u>Effective</u> <u>7-1-90</u>	<u>Effective</u> <u>1-1-91</u>	<u>Effective</u> <u>7-1-91</u>
Patrolmen on Appointment				
First Year	24,937		26,558	
Beginning Second Year	31,906		33,980	
Beginning Third Year	34,857		37,123	
Police Sergeant	37,964	38,344	40,836	41,244
Police Lieutenant	40,481	40,886	43,544	43,979
Police Captain	43,399	43,833	46,682	47,149
Deputy Chief	51,036	51,546	54,897	55,446

ARTICLE XVIII

LONGEVITY

Section 1. In addition to wages, members shall receive longevity as follows:

Effective January 1, 1990:

After three years:	two (2%) percent
After five years:	four (4%) percent
After ten years:	six (6%) percent
After fifteen years:	eight (8%) percent
After twenty years:	ten (10%) percent
Beginning at year twenty-three:	twelve (12%) percent

Section 2. Longevity shall be paid in weekly salaries.

ARTICLE XIX

PARITY

The Town agrees to maintain parity between Police and Fire Departments in salary and other benefits, rank for rank.

ARTICLE XX

COURT TIME

Members of the Police Department who are required to attend Court and/or other agencies on Police business, while off duty, shall receive pay for a minimum of four (4) hours at the overtime rate for said Court or agency appearance.

ARTICLE XXI

NON-DISCRIMINATION CLAUSE

Neither the Town nor the Association shall discriminate against any police officer on the basis of race, creed, color, politics, ancestry, religion, national origin, or membership or non-membership in a labor organization.

ARTICLE XXII

CHANGES, SUPPLEMENTS, OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties.

ARTICLE XXIII

SAVINGS AND SEPARABILITY CLAUSE

In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provision.



ARTICLE XXIV

WORKING HOURS

Section 1. For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of policemen on an annual basis over the regular non-overtime hours assigned in 1974.

Section 2. If a man is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.

ARTICLE XXV

PERSONNEL FILES

A. There shall be one (1) Harrison Police Department employee file maintained and the members shall have the right to examine their files at a reasonable time. Members shall have the further right to rebut any derogatory material included in their files. Members shall be limited to reviewing their files during regular office business hours.

B. The contents of the personnel files shall be kept confidential. If a copy of any oral or written reprimand or derogatory material is entered into the member's file, a copy must be served on the member at the same time.

ARTICLE XXVI

DEFERRED COMPENSATION

The Town shall make available to all members a Deferred Compensation Program as soon as administratively possible. The plans shall be available to all members who elect to participate in the program which shall be in compliance with Section 457 of the Internal Revenue Code and all rules and regulations. The companies authorized to offer these programs shall be mutually agreed to by the Town and the HPBA.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 1990 through midnight December 31, 1991. In the event a successor Agreement has not been made, then if the parties mutually agree this contract shall remain in effect until a new Agreement is executed. Negotiations on a successor Agreement will commence at least thirty (30) days prior to the expiration of this Agreement.

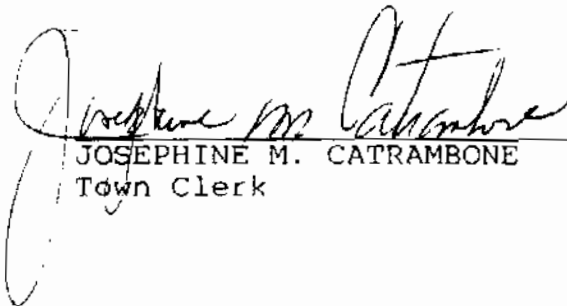
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

HARRISON P.B.A. LOCAL 22

  
FRANK E. RODGERS, Mayor

  
\_\_\_\_\_

  
JOSEPHINE M. CATRAMBONE  
Town Clerk

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_