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C O N T R A C T

BETWEEN

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

AND

HARRISON DEPARTMENT HEADS  
ASSOCIATION

January 1, 1988 - December 31, 1991

MURRAY, MURRAY & CORRIGAN  
25 Sycamore Avenue  
Little Silver, NJ 07739  
(908) 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 Department Heads except the Police Chief and the Fire Chief of Harrison, but including the Municipal Construction Official, for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by law and to the extent so required.

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

ARTICLE II

LEAVE OF ABSENCE

Section 1. Leaves of Absence shall be granted pursuant to State Law.

ARTICLE III

DUES CHECK OFF

The Town agrees to deduct Association dues upon receipt of written authorization from the Department Heads and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Department Heads Association.

ARTICLE IV

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 policy 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: to direct employees of the Town; 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, to make work assignments, to work and shift schedules including overtime assignments, to maintain the efficiency of the Town operations entrusted to them, and to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE V

VACATIONS

A. All those employees serving in the capacity of Department Heads as of December 31, 1986, shall receive thirty (30) days paid vacation.

Those Department Heads with 20 years or more experience with the Town shall receive an additional five (5) days vacation.

In addition to vacation days as stated above, all Department Heads shall be allowed one (1) vacation day for every five (5) years of service. (This was previously referred to as LONGEVITY.)

B. Effective January 1, 1987, all newly appointed Department Heads who are appointed as Department Heads effective after December 31, 1986 shall receive the following vacation schedule:

One (1) to Four (4) years of service -  
Twenty (20) work days

Five (5) to Nine (9) years of service -  
Twenty-two (22) work days

Ten (10) to Fourteen (14) years of service -  
Twenty-four (24) work days

Fifteen (15) or more years of service -  
Thirty (30) work days

All service to the Town of Harrison shall count for the purposes of vacation entitlement.

ARTICLE VI

INJURY LEAVE

Injury leave shall be granted according to State Law.



ARTICLE VII

SICK LEAVE

Effective January 1, 1987, 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 ( $1\frac{1}{4}$ ) work day of sick leave for each completed calendar month of service.

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

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

D. 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 retirement, of one-half ( $\frac{1}{2}$ ) of accumulated sick leave.

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

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.

ARTICLE VIII

INSURANCE

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

Section 1(b). Rider J in Paragraph 1(a) above, shall be changed to "Super-J" coverage at a cost of Two (\$2.00) Dollars per person 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 and their dependents shall be provided with a prescription drug program on a One (\$1.00) Dollar co-pay basis.

Section 4. Commencing March 1, 1983, the Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan. 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 \$2,000.00.

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 discretion may waive this cap.

ARTICLE IX

HOLIDAYS

Section 1. Department Heads shall receive the same holiday programs as previously determined by the Mayor and Council.

Section 2. Department Heads shall receive payment during the first week of July for thirteen (13) holidays. Said payment shall be computed by multiplying thirteen (13) times the member's average daily salary. All new members appointed during the year shall receive payment for one and one-twelfth ( $1 \frac{1}{12}$ ) day for each full month of service during the first calendar year of their appointment. In the event that a Department Head elects to observe a holiday by taking that day off, such observance shall be charged to vacation time or compensatory time.

ARTICLE X

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 an aunt, uncle, niece or nephew on the date of the funeral, if the member attends the funeral.

ARTICLE XI

MILITARY LEAVE

Military leave shall be granted pursuant to federal and state laws.

ARTICLE XII

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 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 Mayor. The answer shall be in writing and made within three (3) days by the Mayor, to the Association.

STEP TWO:

If the grievance is not settled through Step One, then the aggrieved shall have the right, within five (5) working days, to



pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step One 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 Joseph Wildebush, Esquire, of Pompton Lakes, New Jersey. 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 costs of the Arbitration, but the costs of the Arbitrator shall be borne by the Board 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 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.

ARTICLE XIII

SALARIES

A. Effective January 1, 1988, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$33,006	\$50,980
Town Clerk	\$33,006	\$50,980
Tax Collector	\$33,006	\$50,980
Municipal Director of Welfare	\$33,006	\$50,980
Street Commissioner	\$33,006	\$50,980
Treasurer	\$33,006	\$50,980
Municipal Construction Official	\$33,006	\$50,980

B.1. Effective January 1, 1989, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$34,656	\$53,529
Town Clerk	\$34,656	\$53,529
Tax Collector	\$34,656	\$53,529
Municipal Director of Welfare	\$34,656	\$53,529
Street Commissioner	\$34,656	\$53,529
Treasurer	\$34,656	\$53,529
Municipal Construction Official	\$34,656	\$53,529

B.2. Effective July 1, 1989, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$35,349	\$54,600
Town Clerk	\$35,349	\$54,600
Tax Collector	\$35,349	\$54,600
Municipal Director of Welfare	\$35,349	\$54,600
Street Commissioner	\$35,349	\$54,600
Treasurer	\$35,349	\$54,600
Municipal Construction Official	\$35,349	\$54,600

C.1. Effective January 1, 1990, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$37,647	\$58,149
Town Clerk	\$37,647	\$58,149
Tax Collector	\$37,647	\$58,149
Municipal Director of Welfare	\$37,647	\$58,149
Street Commissioner	\$37,647	\$58,149
Treasurer	\$37,647	\$58,149
Municipal Construction Official	\$37,647	\$58,149

C.2. Effective July 1, 1990, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$38,023	\$58,730
Town Clerk	\$38,023	\$58,730
Tax Collector	\$38,023	\$58,730
Municipal Director of Welfare	\$38,023	\$58,730
Street Commissioner	\$38,023	\$58,730

Treasurer	\$38,023	\$58,730
Municipal Construction Official	\$38,023	\$58,730

D.1. Effective January 1, 1991, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$40,494	\$62,548
Town Clerk	\$40,494	\$62,548
Tax Collector	\$40,494	\$62,548
Municipal Director of Welfare	\$40,494	\$62,548
Street Commissioner	\$40,494	\$62,548
Treasurer	\$40,494	\$62,548
Municipal Construction Official	\$40,494	\$62,548

D.2. Effective July 1, 1991, minimum and maximum salaries for unit members shall be as follows:

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Superintendent of Water, Sewers & Pollution Control	\$40,899	\$63,173
Town Clerk	\$40,899	\$63,173
Tax Collector	\$40,899	\$63,173
Municipal Director of Welfare	\$40,899	\$63,173
Street Commissioner	\$40,899	\$63,173
Treasurer	\$40,899	\$63,173
Municipal Construction Official	\$40,899	\$63,173

E. Maximum salary shall be reached after five (5) years of service.

F. Fifty (50%) percent of the retroactive monies shall be paid as soon as practicable after the effective date of the

Ordinances authorizing increases for members. At the discretion of the Town of Harrison, the remaining fifty (50%) percent of the retroactive monies may be paid no later than January, 1992.

ARTICLE XIV

LONGEVITY

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

Effective January 1, 1986:

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

Section 2. Longevity shall be paid in weekly salaries.

Section 3. Effective January 1, 1990, there shall be the establishment of a new longevity step starting at the twenty-third (23rd) year of service level at twelve (12%) percent.

ARTICLE XV

CHANGES, SUPPLEMENTS OR ALTERATIONS

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



ARTICLE XVI

SAVINGS AND SEPARABILITY CLAUSES

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 XVII

DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 1988 through midnight December 31, 1991. In the event a successor Agreement has not yet 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 DEPARTMENT HEADS  
ASSOCIATION

Frank E. Rogers

John J. Gill

John W. Robinson

DATE:

Oct 10, 1991

DATE: