

CONTRACT

BETWEEN

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

AND

HARRISON DEPARTMENT HEADS

ASSOCIATION

January 1, 2007 to December 31, 2011

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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, 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

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 ¼) 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 (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.

G. Upon the death of an active member, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time and holiday pay.

ARTICLE VIII

INSURANCE

Department Heads shall receive the same insurance benefits as are enjoyed by other employees of the Town of Harrison (Police and Fire Departments, Civil Service Employees, Police Chief and Fire Chief).

The surviving spouse¹ and surviving eligible dependents of a deceased active member of the Harrison Department Heads Association, or a deceased retired member who is receiving medical benefits from the Town, shall be entitled to continuation of the medical benefits that the deceased member enjoyed at the time of his death.

Effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs, \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after the date of the Award shall be entitled to medical insurance under the HMO option.

¹ The term "spouse" shall include a domestic partner, civil union partner, etc., who is entitled to receive medical benefits through the member.

ARTICLE IX

HOLIDAYS

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

Section 2. In recognition of the fact that Department Heads do not receive overtime pay, attend Town meetings and other functions after regular business hours, and are on call at all times for meetings, consultation, etc., including holidays, 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.

Section 3. Members shall be entitled to two (2) personal days, to be scheduled as described for vacation time, and as further agreed by the parties.

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/her 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 James Mastriani. 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, 2007, minimum and maximum salaries for unit members shall be as follows:

Titles: Construction Official/Municipal Engineer, Health Officer, Municipal Clerk, Municipal Treasurer, Superintendent of Public Works, Tax Collector

MIN.	MAX <u>2007</u>	MAX <u>2008</u>	MAX <u>2009</u>	MAX <u>2010</u>	MAX <u>2011</u>
65,000	121,830	126,094	130,507	130,507	130,507

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

ARTICLE XIV

LONGEVITY

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

Effective January 1, 1986:

After three years:	two percent (2%)
After five years:	four percent (4%)
After ten years:	six percent (6%)
After fifteen years:	eight percent (8%)
After twenty years:	ten percent (10%)

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 percent (12%).

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

MAINTENANCE OF STANDARDS

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and the rules and regulations of the department. Any and all present benefits which are enjoyed by employees covered by this Agreement, that have not been included in this Agreement, shall be continued, if legal.

ARTICLE XVIII

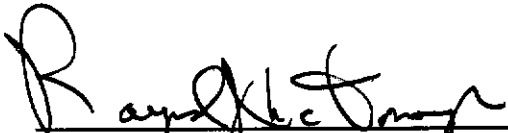
DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. 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.

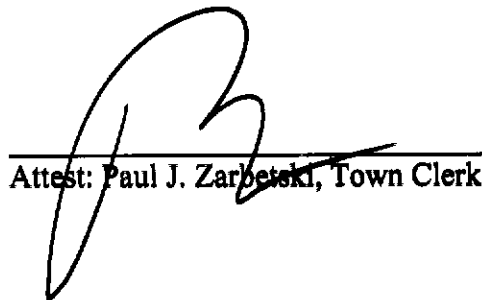
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

HARRISON DEPARTMENT HEADS
ASSOCIATION


By: Raymond J. McDonough, Mayor


By: Elizabeth Higgins


Attest: Paul J. Zarbetski, Town Clerk



DATE: May 20, 2010

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