

**CONTRACT BETWEEN
TOWN OF HARRISON
HUDSON COUNTY, NEW JERSEY**

and

**HARRISON P.B.A. LOCAL 22
POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY**

July 1, 2004 - December 31, 2006

(732) 747-2300

**The Murray Law Firm, LLC
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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 benefit.

ARTICLE III

INDIVIDUAL CONTRACTS

The Town agrees not to enter into any 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 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:

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; and
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 ½). 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. Effective January 1, 2005, the differential by seniority shall be eliminated so that all Policemen get twenty (20) vacation days, as follows:

Policemen	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. Effective January 1, 2005, the existing unlimited vacation accrual program shall be discontinued. In its place there shall be a two year vacation accrual. The current amount of vacation shall be red circled and carried until retirement or until same is used.

ARTICLE IX
PERSONAL LEAVE

Effective January 1, 1992, members shall be entitled to two (2) personal days, 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. 1. 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: the first installment will be upon retirement; the second installment will be paid one year after the effective date of retirement; and the third installment will be paid a year after the second installment. There will be no interest added.

Provided further that in no event shall the first payment be less than \$15,000.00. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an individual's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

2. Effective at 12:59 p.m., December 31, 2002, each employee shall, upon their retirement, be entitled to time off with pay, or a lump-sum cash payment at the employee's option prior to his retirement, 95.75% of one-half (2) of his accumulated sick leave. If a retiring employee's terminal pay is \$15,000 or less, he will be entitled to this payment in one (1)

lump-sum cash payment upon retirement. However, if the terminal leave pay is greater than \$15,000, then the retiree will receive three (3) equal cash installments: the first installment will be upon retirement; and the second installment will be paid one (1) year after the effective date of retirement; and the third installment will be paid one (1) year after the second installment. There will be no interest added. Provide further that in no event shall the first payment be less than \$15,000. If a member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an employee's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

G. Effective at 12:59 p.m., December 31, 2002, the retiring employees' entitlement to one-half (2) of their accumulated sick leave as set forth above shall be reduced to 95.75% of the actual amount and will not exceed fifteen thousand (\$15,000.00) per year. All other elements of this program as set forth shall be continued.

H. 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.

I. 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.

J. Effective January 1, 2005, eliminate current set amount benefit of paid sick leave. An unlimited sick leave program shall be created using statutory language as provided in Title 40A:14-137 setting the policies. There shall be a one (1) year trial period recognizing the Town's discretion to go back to the old sick leave provision. Any such decision shall not be arbitrable.

K. During the existence of the unlimited sick leave program no sick leave payment or terminal leave payment shall be provided which use sick days currently accrued upon retirement. The existing sick leave accruals shall be kept in a bank to be

returned to the individual officers in the event the Town reverts back to the old sick leave provision.

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, Rider J for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 3 below.

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; effective January 1, 1997, the co-pay shall be increased to \$5.00, however, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted toward the employee's deductible with the Major Medical Carrier.

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 P.B.A. 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 \$2,500.00 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 arrangement 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.

Section 11. Only full-time employees are eligible for participation in the foregoing programs; an employee must work not less than thirty (30) hours per week to be considered full-time.

Section 12. The Town retains the right to change insurance carriers provided the coverage is equal or better than the current coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult

with the P.B.A. not less than forty-five (45) days before the effective dates of any change of carrier.

At the time of notice, the Town shall provide the P.B.A. the underlying Master Plan Document which contains the full details of the underlying administrative procedures, benefits, and coverages for both the current and proposed health care plans for the purpose of an independent review.

Section 13. Survivor's benefits shall be consistent with the practice implemented pursuant to the Town's Ordinance.

ARTICLE XII

CLOTHING PURCHASE & MAINTENANCE ALLOWANCE

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

B. The clothing purchase and maintenance allowance shall be \$575.00 per year. The clothing purchase and maintenance allowance and muster allowance shall be paid in one check in June of each year.

C. Effective January 1, 2004, an additional \$50.00 shall be added to the annual clothing purchase and maintenance allowance and shall be \$625.00 per year.

ARTICLE XIII

HOLIDAYS

A. Members shall receive, effective January 1, 1986, thirteen (13) paid holidays. The holidays shall be paid in the

first week of 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.

C. The parties agree that effective January 1, 2001, this Article shall be terminated and eliminated. Holiday pay shall be included in the members' base pay, however, the inclusion of holiday pay shall not affect the salary rates that are used for the computation of overtime and terminal leave.

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. 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 the Chief of Police or 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 the 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. Mr. James W. Mastriani shall serve

as Arbitrator for the duration of this Agreement. If Mr. Mastriani is unable to serve, the Arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. 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 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 in accordance with Civil Service rules and regulations. Minor discipline may be appealed to arbitration.

ARTICLE XVII

SALARIES

Section 1.

A. There is hereby established a new salary schedule for the Harrison Police Department, effective July 1, 2004, as set forth opposite the titles of said positions:

Effective
7/1/04

<u>Title</u>	<u>Salary</u>	
Deputy Chief	\$99,232	
Police Captain		\$91,808
Lieutenant	\$84,384	
Sergeant	\$80,237	

PATROLMAN: HIRED **BEFORE** 07/01/01

Begin Year One	\$27,500
Begin Year Two	\$46,631
Begin Year Three	\$49,814
Begin Year Four	\$52,555
Begin Year Five	\$57,738

Begin Year Six	\$59,668
Begin Year Seven	\$65,182

PATROLMAN: HIRED **AFTER** 07/1/01

Begin Year One	\$27,500
Begin Year Two	\$38,379
Begin Year Three	\$46,631
Begin Year Four	\$49,814
Begin Year Five	\$52,555
Begin Year Six	\$57,738
Begin Year Seven	\$59,668
Begin Year Eight	\$65,182

B. There is hereby established a new salary schedule for the Harrison Police

Department, effective on January 1, 2005, as set forth opposite the titles of said

positions:

Effective
1/1/05

<u>Title</u>	<u>Salary</u>
Deputy Chief	\$103,201
Police Captain	\$ 95,480
Lieutenant	\$ 87,759
Sergeant	\$ 83,446

PATROLMAN: HIRED **BEFORE** 07/01/01

Begin Year One	\$28,600
Begin Year Two	\$48,496
Begin Year Three	\$51,807
Begin Year Four	\$54,657
Begin Year Five	\$60,048
Begin Year Six	\$62,055
Begin Year Seven	\$67,789

PATROLMAN: HIRED **AFTER** 07/1/01

Begin Year One	\$28,600
Begin Year Two	\$39,914
Begin Year Three	\$48,496
Begin Year Four	\$51,807
Begin Year Five	\$54,657
Begin Year Six	\$60,048
Begin Year Seven	\$62,055
Begin Year Eight	\$67,789

C. There is hereby established a new salary schedule for the Harrison Police

Department, effective July 1, 2006, as set forth opposite the titles of said

positions:

Effective
01/1/06

<u>Title</u>	<u>Salary</u>
Deputy Chief	\$107,329
Police Captain	\$ 99,300
Lieutenant	\$ 91,270
Sergeant	\$ 86,784

PATROLMAN: HIRED **BEFORE** 07/01/01

Begin Year One	\$27,944
Begin Year Two	\$50,436
Begin Year Three	\$53,879
Begin Year Four	\$56,843
Begin Year Five	\$62,450
Begin Year Six	\$64,537
Begin Year Seven	\$70,501

PATROLMAN: HIRED AFTER 07/1/01

Begin Year One	\$29,744
Begin Year Two	\$41,511
Begin Year Three	\$50,436
Begin Year Four	\$53,879
Begin Year Five	\$56,843
Begin Year Six	\$62,450
Begin Year Seven	\$64,537
Begin Year Eight	\$70,501

Effective 1/1/94, all unit employees with NCICSCIC Certification shall receive a differential of .25%. Effective 1/1/95 that differential shall be increased to .50%. Effective January 1, 2005 the NCIC stipend shall be terminated. Effective January 1, 2005 a Firearm and Protective Equipment and Maintenance stipend shall be instituted at .75%. This stipend shall be increased effective January 1, 2006 to 1.0%.

Effective January 1, 2005, the nine (9) Patrolmen who passed the 2001 written promotional examination for Sergeant shall be paid a one-time nonrecurring stipend not in base salary of \$2,000; all other Patrolmen shall be paid a one-time nonrecurring stipend not in base salary of \$807.16. Effective January 1, 2006 each Patrolman shall receive a one-time nonrecurring stipend not in base salary of \$1,132.48.

Section 2. The increased salaries set forth in this ordinance shall be effective on the dates indicated.

The Town of Harrison shall have the right to institute the bi-weekly pay schedule and upon implementation of the bi-weekly pay program the retro-activity program shall be terminated and all employees be brought up to date (e.g., if the bi-weekly pay program commences January 4, 2002, the retro-activity pay program shall be terminated with appropriate pay payment of the retro-activity salary on January 18, 2002).

ARTICLE XVIII

LONGEVITY

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

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
Start of twenty-three years:	Twelve (12%) percent
Start of twenty-four years:	Fourteen (14%) percent

Section 2: Longevity will be paid in weekly salaries.

ARTICLE XIX

WORK DAY

Effective immediately, the work day for all members of the bargaining unit shall be increased fifteen (15) minutes per day. The compensation for this shall be an annual stipend of \$1,000.00; this stipend shall be payable in the following June from the year that it is earned. An employee who worked part of a year shall receive a pro rata payment.

ARTICLE XX

COURT TIME

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

ARTICLE XXI

ASSIGNMENT OF PERSONNEL

A. Effective January 1, 1993, where the Police Commissioner assigns a unit member to fill a vacancy (created by termination, death, retirement or promotion) in a higher rank for thirty (30) consecutive calendar days or more, the unit member acting in the higher rank shall receive acting pay at the rate of the higher rank retroactive to the first day of the thirty (30) day period. All acting assignments shall be filled at the discretion of the Police Commissioner.

B. In the event a vacancy in any position within the Police Department may exist or is anticipated, the Police Commissioner shall notify all members. Members interested in a transfer to the vacancy posted may indicate, in writing, to the

Police Commissioner within five (5) days of such notice being posted.

ARTICLE XXII

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 XXIII

CHANGES, SUPPLEMENTS OR ALTERATIONS

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

ARTICLE XXIV

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 provisions.

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

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 Police Department. Any and all present benefits which are enjoyed by employees covered by the Agreement, which have not been included in this Agreement, shall be continued, if legal.

ARTICLE XXIX

BILL OF RIGHTS

- A. Any employee who is being questioned by a Superior Officer on a matter,
which could lead to the discipline of said employee, shall, at his/her request, have the right to have a PBA representative present during such questioning.
- B. Any employee who is or may be the subject of a criminal investigation or recipient of criminal charges shall be given all rights due to any and other citizen under the same circumstances.
- C. The questioning of an employee shall be done at a reasonable hour,

preferably when the employee is on duty. An employee who is called into work on his off-duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job related questions, or to be present or participate in any sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.

D. If a verbatim record is being made of the questioning, either via stenographer, court reporter, or electronic recording device, the employee shall be so informed and shall be permitted, upon his request, to have a copy of said record.

E. Nothing shall be placed in an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's

agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The employee shall have the right to attach and have become considered as part of the original document, such response or rebuttal as the employee may deem as necessary.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2004 through midnight December 31, 2006. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the 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

Raymond McDonough
Mayor

Ptln. David Doyle
President, PBA Local 22

Attest:

Paul J. Zarbetski
Town Clerk

Ptln. Charles Schimpf
Secretary, PBA Local 22

Dated:

Dated: