

TOWNSHIP OF HARDING
AND
HARDING POLICEMAN'S
BENEVOLENT ASSOCIATION LOCAL 340
CONTRACT

January 1, 2009 through December 31, 2012

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POLICEMEN'S BENEVOLENT ASSOCIATION 340

2009 – 2012

This Agreement made and entered into as of this _____ day of _____ 2008,
by and between:

The Township of Harding, a Municipal Corporation in the County of Morris and the State of New Jersey, part of the first part, hereinafter designated Harding Township, and Policemen's Benevolent Association 340 (PBA) of the Township of Harding, in the County of Morris and the State of New Jersey, part of the second part, hereinafter designated Representative,

WITNESSETH:

WHEREAS, pursuant to the provision of Chapter 303 of the laws of 1968 of the State of New Jersey, the Representative submitted itself on behalf of the Police Department of the Township of Harding, exclusive of the Chief and Lieutenants; and

WHEREAS, Harding Township recognized the said Representative for the patrolmen and sergeants of the Harding Township Police Department; and

WHEREAS, in consideration for the services performed by the members of the Police Department a contract was negotiated;

NOW THEREFORE, in consideration of the services performed by the members of the Police Department of the Township of Harding, and the mutual covenants hereof, it is agreed as follows:

SECTION I

APPLICABILITY

The provisions of this Agreement shall apply only to full-time employees of the Harding Township Police Department.

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SECTION II

SALARY

A. Salaries for full time Police Officers and Sergeants shall be as set forth in accordance with the following schedules:

1. Patrol Officers employed prior to December 31, 2008:

| | 1/1/09 3.75% | 1/1/10 3.75% | 1/1/11 3.95% | 1/1/12 4.10% |
|--------------|-----------------|-----------------|-----------------|-----------------|
| Probationary | \$34,079 | \$35,606 | \$37,013 | \$38,530 |
| Step 1 | \$45,487 | \$47,193 | \$49,057 | \$51,068 |
| Step 2 | \$52,932 | \$54,917 | \$57,086 | \$59,427 |
| Step 3 | \$78,319 | \$81,256 | \$84,465 | \$87,928 |
| Step 4 | \$84,280 | \$87,441 | \$90,895 | \$94,621 |
| Step 5 | \$90,304 | \$93,690 | \$97,391 | \$101,384 |
| Step 6 | \$96,277 | \$99,887 | \$103,833 | \$108,090 |

2. Patrol Officers employed on or after January 1, 2009:

| | 1/1/09 3.75% | 1/1/10 3.75% | 1/1/11 3.95% | 1/1/12 4.10% |
|--------------|-----------------|-----------------|-----------------|-----------------|
| Probationary | \$39,507 | \$40,988 | \$42,608 | \$44,354 |
| Step 1 | \$45,487 | \$47,193 | \$49,057 | \$51,068 |
| Step 2 | \$52,932 | \$54,917 | \$57,086 | \$59,427 |
| Step 3 | \$65,625 | \$68,086 | \$70,775 | \$73,677 |
| Step 4 | \$78,319 | \$81,256 | \$84,465 | \$87,928 |
| Step 5 | \$84,280 | \$87,441 | \$90,895 | \$94,621 |
| Step 6 | \$90,304 | \$93,690 | \$97,391 | \$101,384 |
| Step 7 | \$96,277 | \$99,887 | \$103,833 | \$108,090 |

3. Sergeants:

| | 1/1/09 3.75% | 1/1/10 3.75% | 1/1/11 3.95% | 1/1/12 4.10% |
|--------|-----------------|-----------------|-----------------|-----------------|
| Step 1 | \$100,336 | \$104,098 | \$108,210 | \$112,647 |
| Step 2 | \$103,652 | \$107,539 | \$111,787 | \$116,371 |

B. Each step represents one year in grade. All Police Officers presently employed by the Harding Township Police Department shall be eligible to move up in grade on their anniversary date, provided that each officer has successfully met the requirements of their position as defined in the Harding Township Police Department's policies and procedures.

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SECTION III

LONGEVITY INCREMENT AND INCREMENT TO PATROLMEN ACTING IN SUPERVISORY CAPACITY

A. Longevity Increment

An increment, in addition to the base salary, shall be paid for time of the service as follows:

| Years of Service | Patrolmen | Sergeants |
|------------------|------------|------------|
| 0-4 | | |
| 5-8 | \$775.00 | \$875.00 |
| 9-12 | \$1,275.00 | \$1,375.00 |
| 13-15 | \$1,775.00 | \$1,875.00 |
| 16+ | \$2,275.00 | \$2,375.00 |

The increment shall be paid in two installments, the first shall be due and payable on July 1, and the second on December 1.

B. Increment to Patrolmen acting in Supervisory Capacity

The Township recognizes that a patrolman is senior officer on many shifts, and in such cases, a patrolman acts in a supervisory capacity. Since Patrolmen are used in a supervisory capacity on more than an occasional basis, each patrol officer who acts in such a supervisory capacity shall receive the salary of a step one sergeant (the lowest supervisory position) for those hours worked in that capacity on a shift of shifts.

SECTION IV

VACATION

- A. All regular full time employees of the Harding Township Police Department, under this Agreement, shall be entitled to vacation as follows (the scheduling shall be subject to the discretion of the Chief of Police):

| | |
|---|--|
| First Partial Calendar Year | Eight (8) hours for each month of service up to a maximum of eighty (80) hours |
| First Full Calendar Year through Fourth Completed Calendar Year | Eighty (80) hours |
| Fifth through Ninth Completed Calendar Years | One hundred twenty (120) hours |
| Tenth through Fourteenth Completed Calendar Years | One hundred sixty (160) hours |
| Fifteenth through More Completed Calendar Years | Two hundred (200) hours |

- B. Employees covered by this contract shall make vacation requests for summer vacation periods (June 1 – Labor Day) by April 1 of each year. The department shall respond to all requests not later than May 1 of said year. An officer who makes a summer vacation request after April 1 will not have seniority considered, however, all efforts will be made to accommodate such late requests.

SECTION V

HOLIDAYS

All members of the Harding Township Police Department covered by this contract shall receive the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Effective January 1, 2005, holiday pay was included in base salary.

In the event the Township has established any other holiday for its other employees, such holiday shall be added to the above-enumerated list.

SECTION VI

SICK LEAVE

- A. Effective January 1, 1987, the members of the Harding Township Police Department shall be entitled to compensable sick leave of one hundred forty-four (144) hours per year to be cumulative up to a maximum of two thousand four hundred (2,400) hours. For the period of January 1, 1973 through December 31, 1986, the members shall be entitled to compensable sick leave of one hundred ninety-two (192) hours per year to be cumulative up to a maximum of two thousand one hundred sixty (2,160) hours. If any member of the Police Department incurs a severe disability which, under extenuating circumstances, requires absence from duty beyond his then accrued sick leave, the Chief of Police will have the right to recommend to the Township Administrator an additional leave of absence with pay, not to exceed two hundred eight-eight (288) hours, such days to be deducted from the member's future sick leave allotment. The Township Administrator will consider such recommendation and endeavor to act favorably for it, to the extent necessary to supplement any insurance benefits. Sick leave is to be used exclusively for sickness. Doctor's certification shall be provided if requested at the discretion of the Township.
- B. Sick leave, not to exceed forty-eight (48) hours per year, may be utilized to care for sick family members. Family members are defined as immediate family living within officer's household.
- C. Termination Leave Payment for Accrued Sick Leave
1. Those members who retire having attained both the required age and years of service, upon retirement shall be eligible to receive eight (8) hours, at the officer's then rate of pay, for every twenty-four (24) hours of accrued unused sick leave based on the accrual rate of a maximum of one hundred forty-four (144) hours per year up to a maximum of two thousand four hundred (2,400) hours.

2. For purposes of the terminal leave payment calculation only, one hundred forty-four (144) hours per calendar year specified in Section VI (A) shall also apply to the period January 1, 1973, through December 31, 1986.
3. For the purposes of the terminal leave payment calculation, any sick leave taken during the period of January 1, 1973, through December 31, 1986, will be deducted from the one hundred ninety-two (192) hours per year allotment stipulated in Section VI (A).
4. Eligible members will have the option of receiving the terminal leave payment in a lump sum amount upon retirement or as leave time off from duty, such time being utilized immediately prior to the member's date of retirement.
5. A member shall make every effort to advise the Police Chief and Township Administrator of his intention to retire prior to the start of the calendar year in which retirement will be effective.
6. A member who retires prematurely on disability pension shall be exempt from the attainment of the age and service requirement set forth in Section VI (C) (1).

SECTION VII

FUNERAL LEAVE AND PERSONAL LEAVE

- A. Every member of the Representative covered by this contract shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- B. Every member of the Representative covered by this contract shall be entitled to three (3) days off with pay on the days immediately following the death of mother, father, sisters, brothers, mother-in-law or father-in-law providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- C. Every member of the Representative covered by this contract shall be entitled to one (1) day off with pay following the death of brother-in-law, sister-in-law, nephews, nieces, stepfather, stepmother, grandfather, grandmother, aunt or uncle, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- D. Every member of the Representative covered by this contract shall be entitled to personal leave days on the basis of need, at the discretion of the Chief of Police. Effective January 1, 2009, every member of the Representative covered by this contract shall be entitled to two (2) working days of personal leave per year, without the need to give a reason. A working day shall equal the length of an officer's regularly assigned work shift. The scheduling of said leave days shall be solely subject to the approval of the Chief of Police.

SECTION VIII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a Police Officer or Sergeant, or the PBA, the Township Committee, Township Administrator, or the Chief of Police based upon interpretation, application, or violation of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Policeman" is a full time officer, including Sergeant, in the Harding Township Police Department.
5. The "PR & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as maybe appropriate at any level of the procedure.

The failure to appeal a grievance to the succeeding step of the grievance procedure within the time periods specified shall constitute acceptance of the last answer to the grievance and the grievance shall be deemed withdrawn at the end of the specified time periods if not appealed. The failure of the employer or the employer's representative to answer a grievance within the time periods specified in the Agreement shall be construed as a denial of the grievance thereafter may be appealed to the next step.



C. Grievance

Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

First: Between the grievant, with the PR&R representative from the PBA, and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

Second: Between the grievant, with the PR&R representative from the PBA, and his attorney, if he chooses, and the Township Administrator, within ten (10) days after the written answer given by the Chief of the Harding Township Police. The Township Administrator shall give his written answer within five (5) working days after the meeting.

Third (a): If the grievance is not settled at the second step the grievant or the PR&R representative from the PBA may make written request or a third step meeting within twenty (20) days after the answer to the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Township Committee shall set a meeting within five (5) working days after the request, or for such other time that is mutually agreeable. Said third step meeting shall be between the Township Committee and the grievant with the PBA representative. The Township's answer to the third step shall be delivered to the PBA within five (5) working days after the meeting.

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(b) A PBA member disciplined, may, at his option, proceed initially to the third step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Township Committee within five (5) working days after the discipline or the option under this section shall be deemed waived. The third step grievance meeting or disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

Fourth: If the aggrieved person or the PR&R representative is not satisfied with the handling or result of the grievance on the third level, he may within fifteen (15) days, notify the Township Committee that he wishes to take the matter to Arbitration.

(a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by the aggrieved party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

- (b) The Arbitrator so selected shall confer with the representatives of the Township Committee and the PR&R Committee and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Township Committee and the Representative and shall be binding on the parties.
- (c) The cost of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Township Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

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SECTION IX

WORK WEEK AND OVERTIME

A. Work Schedule

1. The Harding Township Police Department shall work a 4/4 twelve (12) hour schedule, which is based upon a sixteen (16) day work period consisting of four (4) consecutive twelve (12) hour days on duty followed by four (4) consecutive days off. Shifts are defined as 7:00 a.m. to 7:00 p.m. for the day shift and 7:00 p.m. to 7:00 a.m. for the night shift. Said schedule shall consist of rotating shifts where an officer rotates their shift after two (2) cycles of each shift. All time worked in excess of said schedule will be compensated at time of one and one-half rates.
2. The Chief of Police shall determine the manning levels (that is, the exact number of police officers and sergeants of the Patrol Force) for each of the two (2) shifts and squads that are necessary for the 4/4 twelve (12) hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.
3. Each Officer working the 4/4 twelve (12) hour schedule shall be entitled to one hundred sixteen (116) hours per annum as compensation for the additional annual work hours. Such compensatory leave shall be utilized within each calendar year and not accumulated.
4. Except in the event of emergency, as determined solely at the discretion of the Chief, the Lieutenant and Detective Sergeant shall remain work a 5/2 eight (8) hour schedule.

B. Overtime

1. Overtime compensation shall only be earned when an officer works in excess of twelve (12) hours in any one day or more than ninety-six (96) hours in any sixteen (16) day work period.
2. The hourly rate shall be calculated by dividing the annual salary by two thousand eighty (2,080) hours.
3. Compensatory Time will be paid at time and one-half in money or time and one-half in time off (as per Federal Law).

C. Training

1. The Chief of Police shall determine the schools to be attended and the members attending same in which case said school shall be construed as mandatory.
2. Elective schooling, or that schooling which is attended at the desire of any member, shall not be covered by this section.
3. At the discretion of the Chief of Police, an officer working the 4/4 twelve (12) hour schedule may be temporarily placed on a 5/2 (8-hour day), 40-hour work week schedule for training purposes when said training exceeds a four (4) day period. This shall include any probationary officers during the first twelve (12) months of employment.

D. Meal Time / Break Time

1. Because payment for meal periods is included in the standard workday, the Township is not liable for any additional compensatory time. One thirty (30) minute meal period and one ten (10) minute break period shall be permitted during each six (6) hour segment during the tour of duty. The meal and/or break period shall be non-continuous, subject to call, and are included in the workday. Meal and/or break periods will be authorized by the shift commander or supervisor.

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E. Schedule

1. The monthly work schedule shall be posted by the 15th of the preceding month. Any changes of said work schedule with less than fourteen (14) calendar days notice shall require all changed work time to be paid at the overtime rate.
2. The parties agree that the Township or the PBA may terminate the work schedule for cause. The Township and the PBA both agree that they shall provide thirty (30) days advance notice of a change in schedule if at all possible. The Township reserves the right to return to the pre-existing schedule should the 4/4 twelve (12) hour schedule be terminated.

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SECTION X

INSURANCE

A. Health Insurance

1. All full time employees employed prior to December 31, 2008, of the Harding Township Police Department shall continue to be covered by the insurance program currently provided at the Employer's sole expense; and if the current program should become unavailable, the Employer shall substitute a program as close to the current program in coverage as available.
 - a. Effective January 1, 2006, the Township will pay as an incentive to an employee who voluntarily moves from the Traditional Health Plan to the Blue Card PPO the sum of \$5,000 in three installments: \$3,000 in the first year to be followed by \$1,000 in the second and third years of the PPO Plan. This payment will also be made to those members who are currently enrolled in the PPO plan and to any employees who choose to enroll in the PPO coverage as provided in paragraph b.
 - b. Current employees who accept the incentive payment to move to the PPO, current employees who elect to remain in the PPO and accept payment will be permitted to enroll or re-enroll in the Traditional Plan after one (1) year at which time the employee will be required to pay the difference between the cost of the premium for the Traditional Plan and the PPO Plan. No further payment(s) will be made by the Township to any employee upon the employee's enrollment or re-enrollment in the Traditional Plan.
2. All full-time employees of the Harding Township Police Department employed on or after January 1, 2009, shall be provided Blue Card PPO coverage at the Employer's sole expense; and if such program should become unavailable, the Employer shall substitute a program as close to this program in coverage as available. Employees who elect to enroll in the Traditional Plan will be

responsible for the premium differential between the Traditional Plan and the PPO Plan.

B. Dental Insurance

The dental insurance benefit currently provided to members of the PBA shall include orthodontic coverage as provided by the current insurance carrier with a specified one thousand dollar (\$1,000) deductible clause, with such deductible cost being assumed by the individual employee.

C. Prescription Insurance

Effective January 1, 2004, the co-payment shall be \$5 for generic drugs and \$7 for brand name prescriptions

D. Section 125 Plan

Employees are eligible to participate fully in the Townships Section 125 Plan as outlined in the Plan Documents and the Township's adopted Policies and Procedures Manual adopted December 21, 2005.

Upon the death of an active member or retiree, the Township of Harding will pay premiums for the spouse and minor children for 18 months or when the spouse becomes covered by other insurance, whichever is earlier.

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SECTION XI

UNIFORM ALLOWANCE

The present system of uniform and equipment allowance will be continued, providing the Chief of Police's approval of uniform and equipment requests and unlimited ability to satisfy need.

Each employee will be paid an annual clothing allowance of \$785 for the term of this contract.

Effective January 1, 2009, the uniform allowance will be included in base salary.

SECTION XII

COLLEGE CREDITS

A. Tuition Reimbursement:

Subject to the conditions and limitations set forth below, the Township will reimburse a percentage of the tuition costs incurred by full time employees of the Police Department who enroll in accredited, college level courses, provided that the course is needed to obtain a degree in any of the following fields of study: Police Science; Criminal Justice; Psychology; Sociology; Public/Government Administration or Service; Human Resources; and any other fields of study as may be determined in advance by the Personnel Subcommittee in its sole discretion. All tuition reimbursement must be pre-approved by the Personnel Subcommittee, and shall be capped at the credits necessary to obtain stated degree.

Employees should submit proposals for tuition payment that demonstrate (explain) in writing why the course is needed for the degree being sought. This shall be put in the context of an individual's comprehensive education plan. This plan shall be developed in conjunction with the employee's immediate supervisor. The employee's immediate supervisor shall provide a letter of support/endorse/sign off on the plan as appropriate.

Should the total pre-approved requests for reimbursement exceed the budget the Township Committee has established for tuition reimbursement, the Personnel Subcommittee, in conjunction with the Administrator, will prioritize the requests and may deny, defer or opt to partially fund a pre-approved request. For example, if an employee requests reimbursement for two classes, in order to allow other employees access to this benefit within the constraints of the budget, the Committee may only approve one class for that budget year.

In order to provide for adequate budget planning, employees should submit their written request for pre-approval of course work and tuition reimbursement to the Township Administrator no later than September 1 for consideration and inclusion, if approved by the Personnel Subcommittee, in the budget for the following year. All reimbursements are subject to sufficient budget appropriations. Approval of requests submitted after September 1 is subject to availability of funds.

Township reimbursement will be based on the per credit rate in effect at Rutgers, the State University, at the time the course is taken or actual per credit charges, whichever is less.

The Township's contribution shall be based on the following schedule. The college tuition reimbursement will be a percentage of the net cost to the employee less any scholarship or other financial assistance available to the employee as follows:

College Tuition Reimbursement Schedule

Course Grade of "C" = 50% of Tuition Cost

Course Grade of "B" = 75% of Tuition Cost

Course Grade of "A" = 100% of Tuition Cost

Employees will also be eligible for reimbursement of up to \$100 for books required for each approved class. All reimbursements are subject to submission of appropriate documentation of costs.

The reimbursement must be repaid if the employee leaves Township of Harding employment within twelve (12) months of receipt of such reimbursement.

B. Stipends for College Degrees:

1. Effective January 1, 1994, an annual \$5 per credit year compensation will be paid to employees who have received an accredited degree, in a job related

course of study. Such compensation shall not exceed 120 credits or \$600 per year.

The annual compensation of \$5 per credit shall be paid in two installments. The first shall be due on July 1 and the second on December 1.

2. All employees employed on or after January 1, 2009, who have received an Associate's or Bachelor's Degree from an accredited college in any of the fields of study described in the first paragraph under "Section XII (A)" above shall be entitled to the following annual stipend and not as outlined in Section XII (B-1) above:

The annual stipend shall be \$300 for an Associate's Degree and \$600 for a Bachelor's Degree. The stipends shall not be cumulative (for example, someone who has both an Associate's Degree and a Bachelor's Degree, or has multiple Bachelor's Degrees, shall receive only one \$600 annual stipend).

Employees who receive tuition reimbursement for a course of study described in Section XII (A) will not receive a stipend for that degree. For example, an employee who does **not** receive tuition reimbursement for an Associate's Degree, but does receive tuition reimbursement in any of the fields of study described in Section XII (A) from an accredited college will only receive an annual stipend of \$300 for the Associate's Degree.

The annual stipend shall be paid in two installments. The first shall be due on July 1 and the second on December 1.

C. Special Circumstances:

1. The Township and Representative hereby acknowledge and agree that a degree in Business Management is not a degree which is eligible for either tuition reimbursement or an annual stipend. However, because the following two individuals are current employees and already have obtained Bachelor's

Degrees in Business Management, and as a matter of fairness and good employee relations, the Township agrees to pay Mark Giansanti and Steve DeVries the annual stipend described above for those degrees. No such stipend for degrees in Business Management shall be paid to any other bargaining unit member.

2. The Township and Representative have agreed current officers, who are currently not receiving a stipend but have obtained a degree in any of the approved course of studies delineated in Section A above, will be eligible to receive an annual stipend effective January 1, 2009.

This provision is effective January 1, 2009, and shall be applied prospectively only (i.e., this provision is not intended to be, and shall not be construed as being, retroactive in nature).

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SECTION XIII
AUTOMOBILE MAINTENANCE

All private vehicle usage will be approved by the Chief of Police. Harding Township agrees to provide excess insurance coverage for all policemen utilizing their own vehicle on police business.

SECTION XIV

CALL OUT TIME

Any policeman called out on an emergency basis to administer a Breathalyzer, operate radar, maintain firearms instruction course, investigate fatalities, for special investigation, on photography, or to appear in court during off duty hours shall be entitled to a minimum two (2) hour call out time and be paid at one and one-half times his hourly rate.

SECTION XV

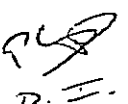
MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Township possesses the sole rights and responsibility to operate and manage its Police Department and all management rights repose to it. The Township Committee through its Police Committeeman, and the Chief of Police, shall have control and direction of the operations of the Harding Township Police Department, including but not limited to the location of the Police Station, the size of the workforce, the scheduling of hours, overtime and shifts, the assignment of work, training and promotion, except that such determinations shall not be in conflict with this Agreement. The members of the Harding Township Police Department shall be subject to the Rules and Regulations of the Harding Township Police Department, as established by the Township Committee and administered by the Chief of Police.

All members of the Harding Township Police Department shall be subject to emergency call to duty, at the discretion of the Chief of Police, or the Chief Administrative Officer of the Township if the Chief of Police is not available.

Management rights are not subject to Arbitration. All rights not set forth, which are management rights, are not waived by the failure of the Township Committee to exercise them.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The Township agrees that all terms and conditions of employment relating to the status of its Police Officers shall be maintained at the same or substantially equivalent standards in effect as specified in the parties' Agreement.



SECTION XVI

ALTERATION OF AGREEMENT CLAUSE

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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P.C.D.
D.H.

SECTION XVII

PHYSICAL EXAMINATIONS

All members of the Harding Township Police Department will be given yearly physical examinations by the designated Department physician. Also, each member, upon request, shall receive a copy of the results of his respective examination or have same forwarded to a physician of his choosing.

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SECTION XVIII

RETIREMENT

Health benefits shall be provided for members of PBA Local 340 (a) who retire with twenty-five (25) years or more of service credit in the Police and Firemen's Retirement System (PFRS) and at least fifteen (15) years of actual service to Harding Township or (b) have been awarded any PFRS Disability pension. Said disability must meet the criteria for disability retirement under the PFRS and be to the satisfaction of that body. An eligible spouse/dependent is a spouse/dependent at the time a qualified PBA member retires.

A. Benefits Prior to Age 65:

The Township shall continue to satisfy the cost of all post-retirement health, prescription, dental and life insurance benefits in effect at the time of the eligible member's retirement for said member and his/her eligible dependents. This is to be received until such time as said member is eligible for Medicare. If the current program should become unavailable, the Township shall substitute a program as close to the current program in coverage as available.

B. Benefits After Age 65:

1. At the time member is eligible for Medicare, said member shall assume all costs related to said enrollment and continued participation in this Federal program. In the event an eligible spouse is not enrolled in Medicare, he/she shall remain in the Township's insurance plan at no cost until he/she is eligible for Medicare
2. Upon enrollment in the Medicare program, the retiree shall have the option of purchasing a supplementary Medigap policy. The Township shall reimburse said retiree the cost for the purchase of the aforesaid Medigap policy in the following amounts:

2009 – \$210 per individual (i.e., retiree as well as eligible spouse),
per month

PC
D. Z.
[Signature]

2010 – \$220 per individual (i.e., retiree as well as eligible spouse),
per month

2011 – \$230 per individual (i.e., retiree as well as eligible spouse),
per month

2012 – \$240 per individual (i.e., retiree as well as eligible spouse),
per month

3. The reimbursement for subsequent years shall remain at \$240 per individual, per month, unless and until the parties agree upon a different amount. The entitlement to the aforesaid reimbursement shall only apply to retirees who: (a) retired after twenty-five (25) years or more of PFRS service credit, as well as fifteen (15) years of actual service to the Township; or (b) retired on a PFRS Accidental Disability pension.
4. Any and all entitlement to reimbursement for optional Medigap policy shall be satisfied by the Township within forty-five (45) days of submittal of the appropriate documentation by the retiree.
5. Upon enrollment in Medicare, the retiree (and eligible spouse) shall continue to be provided prescription coverage under the Township's group policy. The prescription co-pay for these retirees shall be \$7.00 for brand name prescriptions and \$5.00 for generic prescriptions.
6. Notwithstanding the retiree's enrollment in Medicare, he/she (and eligible spouse/dependent) shall continue to be provided dental coverage pursuant to the Township's group policy.
7. Life insurance benefits shall continue to be provided by the Township at no cost to the retiree, even after attaining age sixty-five (65), regardless of the retiree's eligibility for the Medigap reimbursement described in Paragraph 2 above.

SECTION XIX

PERSONAL EQUIPMENT

If a member's personal equipment is damaged while he is acting within the scope of his employment as a Police Officer of the Township of Harding, and whereas such damage was not the result of negligence on the part of the member, then, upon the recommendation of the Chief of Police, the damaged item may be repaired or replaced at a "reasonable cost" to the Township. The age and condition of the damaged item will be taken into account when establishing a "reasonable cost."

PC
D. F.

SECTION XX

SENIORITY

Seniority is to be based on time in service as a Harding Township Police Officer, for those officers with the same time in service; the Township shall designate the seniority of these officers based on a standard control such as class standing upon graduation of the Police Academy or test scores of the entrance examination. No two officers will have the same seniority.

SECTION XXI

PBA

The PBA Delegate and the alternates will be given the time off with pay to attend all state PBA conventions (as per state law).

The PBA Delegate will be given the time off with pay to attend all state PBA meetings. The Delegate will provide the Chief of Police with sufficient notice of said meetings to enable the scheduling of manpower.

Handwritten initials: PC
D.H.

SECTION XXII

PERSONNEL FILES

With reasonable notice to the Chief of Police and at a reasonable time, any member of the Police Department has the right to review his or her personnel file. The appointment for this review must be made through the Chief of Police or his designated representative.

Whenever any document is placed in an employee's personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

RLD
D.I.

SECTION XXIII

TERM OF CONTRACT

This Agreement shall become effective on the first day of January, 2009, and shall remain in effect and force for a period of four (4) years and shall expire on the thirty-first day of December, 2012.

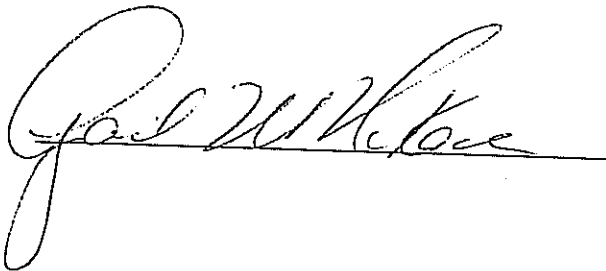
SECTION XXIV

CONCLUSION

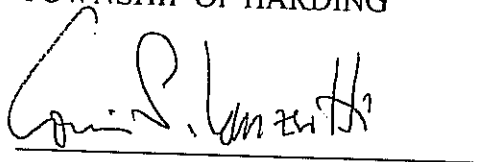
It is agreed that proposals will be exchanged between the Policeman's Benevolent Association 340 and the Township of Harding for the 2013 contract by September 15, 2012.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed as of the day and year written below.

ATTEST:



TOWNSHIP OF HARDING

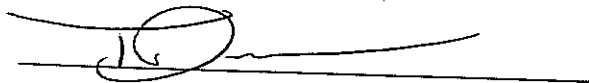


Date Signed: 01/07/2008

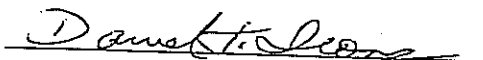
ATTEST:

POLICEMAN'S BENEVOLENT
ASSOCIATION LOCAL NO 340





Date Signed: 1/7/09





Date Signed: 1/6/09

