

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE TOWN OF HARRISON

and

HARRISON PBA LOCAL NO. 22

January 1, 2016 through December 31, 2019

ARTICLE I

ASSOCIATION RECOGNITION

Section 1. The Town hereby recognizes the Harrison PBA Local 22 (the "Association") as the sole and exclusive representative of all uniformed, sworn employees in the Police Department of Harrison below the rank of Sergeant (the "Unit") 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. Members of the Unit shall be referred to in this Agreement as "members," "employees," or "Policemen." As used herein, the terms "member," "employee," or "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 Association President and the Executive Delegate reasonable time off with pay to attend business related 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 & PAST PRACTICES

The Town agrees not to enter into any agreement or contract with its employees as defined in Article I, Section 1 of this Agreement (the "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 Association.

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

Section 1. 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.

Section 2. 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:

A. To direct employees of the Town.

B. 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.

C. To make work assignments, work and shift schedules including overtime assignments.

D. To maintain the efficiency of the Town operations entrusted to them.

E. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE VII  
OVERTIME

Section 1. 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.

Section 2. Overtime shall be computed at the rate of time-and-a-half (1½). 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

Section 1. All Policemen shall be entitled to twenty (20) vacation days per year credited on January 1<sup>st</sup>. In the first partial calendar year of employment, the vacation entitlement shall be prorated at 1.67 days (1/12 x 20) per full month worked.

Section 2. Longevity Vacation: One (1) additional work day per annum for every five (5) years of service.

Section 3. Effective January 1, 2005, the existing unlimited vacation accrual program was discontinued. The amount of accumulated vacation days on 12/31/2004 shall be red circled and carried until retirement or until same is used. Vacation days may be carried forward up to two years as provided by New Jersey law.

Section 4. All vacation days shall be calculated at eight (8) hours.

ARTICLE IX  
PERSONAL LEAVE

Section 1. Members shall be entitled to three (3) personal days at ten (10) hour days, to be scheduled as described for vacation time in Article VIII, and as further agreed by the parties.

Section 2. The past practice of all Administrative Personnel (defined as those Policemen not assigned to a tour, who are on a Monday-Friday 8 hours per day schedule ("Administrative Schedule")) receiving four (4) 8-hour administrative days off per calendar year shall be discontinued immediately. Henceforth, Administrative Personnel covered by this Agreement (non-superiors) shall receive three (3) 8-hour administrative days off per year ("Administrative Days"). Administrative Days shall be prorated on a monthly basis for Members who do not work an Administrative Schedule for the full calendar year.

ARTICLE X  
SICK LEAVE

Section 1. The current practice of an unlimited sick leave program pursuant to New Jersey law shall be continued for the term of this Agreement.

Section 2. During the existence of the unlimited sick leave program, no sick leave payment or terminal leave payment shall be provided which uses sick days currently accrued upon retirement. The existing sick leave accruals shall be kept in a bank to be put on the side in the event the parties agree to revert back to the old sick leave provision.

Section 3. Terminal leave payment for vacation and sick days accumulated in the final year of employment shall be prorated as per the methodology currently in the FMBA Contract (i.e., retirement in 1<sup>st</sup> Q.—25%, 2<sup>nd</sup> Q.—50%, 3<sup>rd</sup> Q.—75%, 4<sup>th</sup> Q.—100%).

ARTICLE XI  
INSURANCE

Section 1. Members shall receive State Health Benefits Plan (SHBP) coverage for hospitalization, major medical, and prescription, which will include Direct Access 10 and Direct Access 15, as long as they are offered as part of the SHBP, as well as other options. Dependent children coverage shall be in accordance with state and federal law. Individual co-pay contribution amounts shall be in accordance with State Law.

Section 2. Upon retirement members shall receive coverage under the SHBP for themselves and their dependents. Retired members shall also receive prescription insurance as set for in Section 3 below.

Pursuant to N.J.S.A. 40A:10-23, and subject to the applicable terms and provisions of New Jersey Law, Town ordinances and contracts, the employer assumes the cost of such coverage and shall pay all premiums for employees a. who have retired on a disability pension, b. who have retired after twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of service of at least four (4) years with the Town of Harrison at the time of retirement, c. who have retired and reached the age of 65 years or older with twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of service of at least four (4) years with the Town of Harrison at the time of retirement, or d. who have retired and reached the age of 62 years or older with at least 15 years of service with the Town of Harrison, including premiums on their dependents, if any, under uniform conditions as the Mayor and Council prescribe. The period of time a county law enforcement officer has been employed by any county or municipal police department, sheriff's department or county prosecutor's office, may be counted cumulatively as "service with the employer" for the purpose of qualifying for payment of health insurance premiums by the county pursuant to this section.

Section 3. All members of the Harrison Police Department and their dependents shall be provided with a prescription drug program as provided by the SHBP.

Section 4. The Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan to be selected by the PBA. The cost outlay for the calendar year 1983 shall be 10/12ths \$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. 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 9. Only full-time employees are eligible for participation in the foregoing programs; an employee must work not less than thirty (32) hours per week to be considered full-time.

Section 10. 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 Association 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 Association 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 11. Survivor's benefits shall be consistent with the practice implemented pursuant to the Town's Ordinance, which require that the deceased Town employee was entitled to benefits at the time of death by satisfying one (1) of the four (4) categories set forth in Section 2, notwithstanding whether the deceased employee was on active duty or retired.

Section 12. For new hires (anyone hired on or after February 1, 2017), the parties agree that paid health insurance for retirees and their dependents shall be eliminated when the retiree and his/her spouse/partner reach Medicare age (currently 65).

## ARTICLE XII CLOTHING PURCHASE & MAINTENANCE ALLOWANCE

Section 1. The present practice governing uniforms shall remain in effect.

Section 2. The clothing purchase and maintenance allowance and muster allowance shall be paid in one check in June of each year.

Section 3. The annual clothing purchase and maintenance allowance shall be \$725.00 per year.

## ARTICLE XIII HOLIDAYS

Section 1. Effective July 1, 2001, the past contractual practice of members receiving pay in July for thirteen (13) holidays computed by multiplying thirteen (13) times the member's average daily salary shall be eliminated. In its place, the base pay of all employees was increased effective 01/01/2001 to reflect said pay for holidays, and has been 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.

Section 2. Notwithstanding past practice, the Administrative Personnel on an Administrative Schedule shall henceforth report for work on General Election Day (November), Lincoln's Birthday, and whenever the Town Hall is closed for snow or any other emergency.

ARTICLE XIV  
FUNERAL LEAVE

Section 1. 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.

Section 2. 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.

Section 3. 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

Section 1. 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.

Section 2. 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.

Section 3. 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 to the Association.

STEP TWO:

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

STEP THREE:

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

STEP FOUR:

If the grievance is not settled through Step Three, then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by 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 claim 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, Martin Scheinman Esq., and Joel Weisblatt, Esq. shall serve as Arbitrator on a rotating case basis for the duration of this Agreement. If no member of the panel is able 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 Arbitrator shall be selected in the rotation of assignment for the panel as set by Interest Arbitration Award. The Association President, or his authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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. There is hereby established a new salary schedule for the Harrison Police Department, effective January 1, 2016 through 2019 as set forth below:

**Police Officer (Patrolman) – Hired before 02/01/2017**

Step	0% 2016	12% 2017	0% 2018	0% 2019
Step 1 (new hire)	36,777	41,190	41,190	41,190
Step 2 (begin 2nd year)	51,328	57,487	57,487	57,487
Step 3 (begin 3rd year)	62,363	69,847	69,847	69,847
Step 4 (begin 4th year)	66,620	74,614	74,614	74,614
Step 5 (begin 5th year)	70,285	78,719	78,719	78,719
Step 6 (begin 6th year)	77,218	86,484	86,484	86,484
Step 7 (begin 7th year)	79,798	89,374	89,374	89,374
Step 8 (begin 8th year)	89,093	99,784	99,784	99,784

The Firearm and Protective Equipment and Maintenance stipend shall be 2.0% for the duration of this Agreement.

Section 2. The Town of Harrison shall have the right to institute the bi-weekly pay schedule.

Section 3. An employee, at his or her option, may have his/her paycheck directly deposited into the bank account of that employee's choice.

Section 4. The rate to be charged to outside parties for the use of police officers for extra-duty assignments shall be as set forth in Town Ordinance 1337, as amended by Town Ordinance 1343, and as shall be further amended by Town Ordinance after negotiation and on thirty (30) days' notice to the Association.

Section 5. The hourly rate of compensation for all employees shall be calculated based upon the dollar amount determined by dividing the annual creditable compensation (for pension purposes) by 2,080, and all overtime shall be paid at time-and-a-half of that rate.

Section 6. In partial consideration for the increased work hours from implementation of the 12-hour shift, salary increases shall be as follows, as reflected in the salaries in Section 1 above:

- 2016 – 0% ATB<sup>1</sup>
- 2017 – 12% ATB
- 2018 – 0% ATB
- 2019 – 0% ATB.

Section 7. All members shall receive the above-referenced raise for 2017 retroactive to February 1, 2017, irrespective of when the revised work schedule is implemented. Differential pay for Acting Assignments shall be paid from February 1, 2017 forward according to Article XXI below.

---

<sup>1</sup> Across the Board (ATB) raises are raises on all of the base salaries, which then become the basis for differential and longevity calculation, as applicable, thereby resulting in a higher effective raise.



**Section 8:** The wages and salary steps for Patrolman for new hires (anyone hired on or after February 1, 2017) shall increase from 8 to 12, with even increments as follows:

**Police Officer (Patrolman) – Hired after 1/31/2017**

Step	0% 2016	12% 2017	0% 2018	0% 2019
Step 1 (new hire)	36,777	41,190	41,190	41,190
Step 2 (begin 2nd year)	41,532	46,516	46,516	46,516
Step 3 (begin 3rd year)	46,287	51,841	51,841	51,841
Step 4 (begin 4th year)	51,042	57,167	57,167	57,167
Step 5 (begin 5th year)	55,797	62,493	62,493	62,493
Step 6 (begin 6th year)	60,552	67,818	67,818	67,818
Step 7 (begin 7th year)	65,307	73,144	73,144	73,144
Step 8 (begin 8th year)	70,062	78,469	78,469	78,469
Step 9 (begin 9th year)	74,817	83,795	83,795	83,795
Step 10 (begin 10th year)	79,572	89,121	89,121	89,121
Step 11 (begin 11th year)	84,327	94,446	94,446	94,446
Step 12 (begin 12th year)	89,092	99,783	99,783	99,783

**Section 9.** All members covered by this Agreement who are assigned to the Detective Bureau (“Detectives”) shall receive a yearly stipend of \$1,250, which shall be paid pro-rata annually in the following February, based upon records provided by the Department to Payroll. The past practice of all Detectives receiving two (2) 8-hour Detective Bureau days off per calendar year shall be discontinued immediately.

**Section 10.** Field Training Officers (FTOs) shall be appointed by the Chief of Police. FTOs shall receive 2 hours of compensatory time for each 12-hours, and 1 hour of compensatory time for each 6-hours, that they train newly-hired officers, subject to the following conditions/restrictions:

- A. All compensatory time earned hereunder shall be used within the calendar year earned, cannot carry-over to subsequent years, and cannot be exchanged for compensation.
- B. Compensatory time earned hereunder cannot be used if it will cause overtime.
- C. A newly-hired officer shall be assigned principally to one (1) FTO, and that is the only FTO that will receive compensatory time hereunder related to the training of said newly-hired officer.
- D. The maximum amount of compensatory time that an FTO can earn from a newly-hired officer is 20 hours for an officer who was previously performing police duties at another law-enforcement agency (e.g., an intergovernmental transfer from the sheriff’s office or another law-enforcement agency), and 40 hours for an officer with no previous police experience (e.g., a recruit selected from an open competitive employment list with no prior police experience other than graduating from a police academy).
- E. The Chief of Police shall administer this program.

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.

Section 3. The longevity pay provisions shall be amended for new hires (anyone hired on or after February 1, 2017) to provide for no (zero) longevity pay. Thus, the longevity pay provisions in effect for current members shall be discontinued for said new hires.

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; 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

Section 1. Effective January 1, 1993, where the Police Chairman 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 Chairman.

Section 2. In the event a vacancy in any position within the Police Department may exist or is anticipated, the Police Chairman shall notify all members. Members interested in a transfer to the vacancy posted may indicate, in writing, to the Police Chairman within five (5) days of such notice being posted.

Section 3. The Acting Assignments terms shall be amended to provide for 2 types of acting assignments: Short Term (where the vacancy is expected to last, at the estimation of the Chief, 30 calendar days or less), and Long Term (where the vacancy is expected to last, at the estimation of the Chief, more than 30

days). Both Short Term and Long Term employees shall receive an hourly pay differential, non-pensionable, based upon the difference between the annual maximum base pay (including firearms and protective equipment and maintenance stipend) for the respective ranks. Only Long Term employees shall be eligible for overtime time-and-a-half pay.

The hourly differential shall be calculated by the Parties by taking the difference between the first step base pay of Sergeant applicable to that member as per the PBA 22A Agreement and the base pay of Step 12 Patrolman (both including the 2% firearm stipend but excluding longevity and all other compensation) and dividing same by 2,080.

Differential pay for acting assignments shall be paid monthly (e.g., differential pay for September shall be paid in the first pay of October).

## 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.

Section 3. 12-Hour Shift. On or before March 1, 2017, the Chief shall implement a 12-hour shift schedule, whereby every patrol officer will work some combination of fourteen (14) 12-hour days in a twenty-eight (28) day cycle for 168 scheduled hours in a cycle and 2,190 scheduled work hours in a year (a "Pitman" schedule, or some variant that meets the foregoing parameters). The initial deployment of shifts, subject to change by management, shall be 0600 to 1800 for the "day" tours, and 1800 to 0600 for the "night" tours.

Labor and management will agree upon the number of 30-minute early patrol units to incorporate an overlap. The patrol officers will remain “on the road” and available for calls until the completion of their tour. The Chief reserves the right to adjust the hours of the shifts based on the needs of the community upon 30 days written notice to labor. There will be a five-minute prep time for each shift. Police officers will be held accountable for a full workday. Patrol officers must be fully dressed and equipped and ready to go at line-up at 0600 hours or 1800 hours. The department may assign police officers to work training days for mandated training, certifications and/or on and off site re-certifications. A police officer’s days off may be adjusted as warranted by the training schedules. Patrol officers assigned to the 12-hour shift shall receive seven (7) 12-hour schedule adjustment days (“Kelly” days) off in a calendar year. These Kelly days shall be used by the officers evenly throughout the work-year, but cannot be used if they will cause overtime. These Kelly days must be used in the year earned, cannot carry-over to subsequent years, and cannot be exchanged for compensation. The patrol officers will be scheduled to work 2,190 hours/year (182.5 x 12-hour days), but will be able to use the aforementioned seven (7) Kelly days (84 hours) per year to reduce same to 2,106 hours/year. Administrative personnel not assigned to the 12-hour shift shall receive no (zero) Kelly days. The administrative officers will be scheduled 1,984 hours/year (2,080 less 12 holidays (96 hours)), Monday – Friday, 8-hour days. The 12-hour shift schedule shall be evaluated bi-annually (approximately every 6 months) according to performance measures established by the Chief. Subject to the conditions below, the Town shall retain the right to revert to any of the previously-established schedules, with changes to the current schedule, the impact thereof, and adjustments to the salaries respective to said schedules to be agreed to by the Parties after negotiation, absent which the issue shall be settled by arbitration.

Section 4. The Chief shall schedule training for all members during non-work hours, well in advance of said training. The members shall receive 24 hours of compensatory time each calendar year as full and final compensation for said training, which compensatory days must be used in the year earned, may not cause overtime, cannot carry-over to subsequent years, and cannot be exchanged for compensation.

ARTICLE XXVI  
PERSONNEL FILES

Section 1. 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.

Section 2. 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, that have not been included in this Agreement, shall be continued, if legal.

ARTICLE XXIX  
TRANSFERS

Patrolmen shall receive seven (7) calendar days prior advance notice before a transfer except in cases of emergency or if the notice delay creates overtime (O.T.) or if it involves the long term illness of a police officer.

ARTICLE XXX  
BILL OF RIGHTS

Section 1. 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 union representative present during such questioning.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. 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.

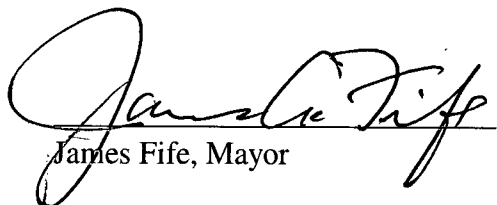
ARTICLE XXXI  
DURATION OF AGREEMENT


This Agreement shall remain in effect from January 1, 2016 through midnight December 31, 2019. In the event a successor Agreement has not yet been made by December 31, 2019, this contract shall remain in effect until the new Agreement is executed. Negotiations for a successor Agreement covering all sworn, non-superior members of the Harrison Police Department will commence in 2019 pursuant to the rules of the New Jersey Public Employment Relations Commission, but in no event later than September 15, 2019.

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

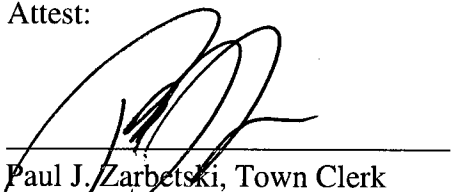
**TOWN OF HARRISON**

**HARRISON P.B.A. LOCAL 22**

  
James Fife, Mayor

  
Joseph Carr  
President, PBA Local 22

Attest:

  
Paul J. Zarbetski, Town Clerk

  
Joseph Nigro, Delegate

Dated: 01/16/18

Dated: 1/10/18