

CONTRACT

BETWEEN

TOWN OF HARRISON, HUDSON COUNTY, NEW JERSEY

AND

HARRISON CIVIL SERVICE EMPLOYEES ASSOCIATION

January 1, 2012 - December 31, 2015

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PREAMBLE

This agreement (hereinafter "Agreement") effective this 1st day of January, 2012, entered into by and between the Town of Harrison in the County of Hudson, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Town"), and the Harrison Civil Service Employees Association (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargaining issues between the Town and the Association and is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of the bargaining unit (the "Unit" or "unit"), consisting of all full-time permanent blue and white collar Town employees and Public Safety Telecommunicators (hereinafter "member(s)" or "employee(s)") exclusive of the uniformed employees in the Police and Fire Departments of Harrison, and also excluding Department Heads and confidential employees of the Town of Harrison, for the purposes 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. Neither the Town nor the Association shall discriminate against any employee on the basis of age, sex, marital status, race, religion, national origin or being a member or non-member in any labor organization. The Town shall implement and maintain a policy prohibiting harassment in the workplace.

ARTICLE II

ASSOCIATION PRIVILEGES

The President of the Association shall be granted time off to attend state conventions as required by New Jersey law.

ARTICLE III

LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to law. The Town agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Town at the Town's discretion, for up to six (6) months, but such grant of leave shall not be discriminately, unreasonably or unjustifiably refused or denied. An employee shall have the right to request an extension of this leave for up to six (6) additional months.

ARTICLE IV

UNION SECURITY DUES CHECK-OFF

Section 1. The Town agrees to deduct Association dues upon receipt of written authorization from the employee and monthly 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 re-entry 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 or 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.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law is 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: to direct employees of the Town; to hire, assign, promote, transfer and retain employees covered by this Agreement with the Town or to suspend, demote, discharge, or take disciplinary action against employees for just cause, to make work assignments, work and shift schedules including overtime assignments, to maintain the efficiency of the Town operations entrusted to them, and to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE VI

OVERTIME

Members shall receive overtime pay computed at the rate of time and one-half (1.5) whenever said employees are required to work in excess of their regular work week. No overtime shall be paid from zero (0) to nineteen (19) minutes. Overtime shall be computed after the employee has completed twenty (20) minutes or more beyond his regular work week.

The parties shall continue their current practice with respect to compensatory time.

ARTICLE VII

VACATIONS - HOLIDAYS

Section 1. Vacation Entitlement for Members Hired Before 01/01/1998

Members shall be allowed fully paid vacation days based upon the following vacation schedule and according to the length of the time of service as stated on said schedule.

<u>Time of Service</u>	<u>Number of Working Vacation Days</u>
Up to (1) year	One (1) day for each full month of service
One (1) to nine (9) years	Sixteen (16) days
After ten (10) years	Twenty (20) days (Effective 1/1/87)
After twenty (20) years	Twenty-one (21) days

Section 2. Vacation Entitlement for Members Hired After 01/01/1998

Effective January 1, 2005

From date of hire to end of the calendar year (December 31st)	One (1) day for each full month of service (maximum of 10 days)
After January 1st following hire	Ten (10) days
After Five (5) full calendar years of service	Twelve (12) days
After Ten (10) full calendar years of service	Fifteen (15) days

Section 3. Employees must use their vacation days within the year earned. Employees are not permitted to carry over such days to the following year unless it is impossible to schedule and use same during the year due to work schedule, and unless the employee receives the written permission of the Town to carry over the unused days to the following year. In no event shall vacation days be permitted to accumulate beyond the next succeeding year as per New Jersey Law Title 11A (N.J.S.A. 11A:6-3). Thus, at no time shall any worker have accumulated more than two (2) years of vacation days and no member shall be paid on separation/retirement for more than said two (2) years of vacation days.

Scheduling vacation shall be in accordance with current practice.

Section 4. Pro-Ration Upon Retirement/Separation

Members shall receive the following vacation/personal/longevity vacation days in their last year of service:

<u>Date of Retirement/Separation</u>	<u>Percentage of Vacation</u>
10/01 to 12/31	100%
07/01 to 09/30	75%
04/01 to 06/30	50%
01/01 to 03/31	25%

Section 5. Holidays

All full-time permanent employees of the Town of Harrison shall be allowed the same holidays as are declared for all State employees, and including "Relaxing Day" (the day after Thanksgiving Day).

All employees serving in the Public Safety Telecommunicator title shall be paid for the holidays in accordance with current practice in the month of December. In the event that the employee resigns or otherwise separates employment from the Town, the holiday pay shall be pro-rated.

ARTICLE VIII

PERSONAL LEAVE

Effective January 1, 1992, all permanent full-time employees shall be entitled to two (2) personal business days, to be scheduled with the prior approval of the employee's superior.

At least forty-eight (48) hours notice shall be given by the employee to the department head or his/her designee to receive the personal day. Less than forty-eight (48) hours notice may be given upon the discretion of the department head or designee.

ARTICLE IX

INJURY LEAVE

Injury leave shall be granted according to law.

ARTICLE X

SICK LEAVE

Section 1. Every employee shall be entitled to sick leave with pay for reasons of sickness or disability on the following basis:

A. From the date of hire to the end of the calendar year (December 31st), one and one-quarter (1.25) workday of sick leave for each completed calendar month of service.

B. After January 1st following hire, fifteen (15) workdays of sick leave, in each calendar year.

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

D. 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. Effective January 1, 1990, a member retiring and whose Terminal Leave Pay is fifteen thousand (\$15,000) dollars or less shall be entitled to a lump sum upon retirement. However, if the amount exceeds fifteen thousand (\$15,000) dollars, the retiring member shall receive three (3) equal and annual installments commencing on the date of his/her retirement. No interest shall be added to any of the installment payments. Provided further that in no event shall the first payment be less than fifteen thousand (\$15,000) dollars. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment of unused sick leave at retirement shall not exceed one-year's salary for the employee, except that employees with twenty-five (25) years or more of service as of 1/1/96 shall not be subject to said cap.

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

F. Upon the death of an active member, the Town shall pay to the spouse or estate the monetary value of all earned unused vacation days to the extent permitted by law, which limits the accumulated number of entitled vacation days to current year and previous year vacation entitlement. Personal days shall also be paid as well as Public Safety Telecommunicator unpaid holiday pay.

G. Members' sick days shall be pro-rated in their last year of service in the same manner as vacation days. (See Article VII).

ARTICLE XI

INSURANCE

Full-time members (and those part-time members currently receiving coverage) shall receive the same health insurance benefits as the uniformed employees of the Harrison Police Department and the Harrison Fire Department. Article XI (Insurance) from the January 1, 2012 – December 31, 2015 Collective Negotiations Agreement between the Town of Harrison and Harrison PBA Local No. 22, attached hereto as Exhibit "A" and made a part hereof, sets forth the health insurance benefits being provided to the members of PBA Local No. 22, PBA Local No. 22A, and FMBA Local No. 22, the uniformed employees of the Harrison Police and Fire Departments. References to the "Police Department" or "PBA" in Exhibit A shall include this Association.

ARTICLE XII

FUNERAL LEAVE

Section 1. Members shall be granted Funeral Leave as follows:

A. A member shall be granted time off without loss of pay or benefits in the event of a death in his/her immediate family. The time off shall be from the date of death until the date of the funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

B. A member shall be granted one (1) day off without loss of pay or benefits in the event of the death of his/her aunt, uncle, niece or nephew on the date of the funeral, if he/she attends the funeral, provided the member is scheduled to work on the date of the funeral.

C. Effective January 1, 1990, all members shall be entitled to one (1) day of bereavement leave for the death of a grandparent-in-law provided the member is scheduled to work on the date of the funeral or wake and attends the funeral or wake.

ARTICLE XIII
MILITARY LEAVE

Military leave shall be granted pursuant to Federal and State laws.

ARTICLE XIV
SALARIES

Section 1. The salaries of all employees covered by this bargaining agreement shall be established by Ordinance.

Section 2. The starting salary of all employees covered by this bargaining agreement shall be subject to the sole and absolute discretion of the appointing authority.

Section 3. Except as provided in Section 1, above, the salaries of employees shall be adjusted in accordance with the provisions of Civil Service Law, Rules and Regulations.

Section 4. New employees to the Town shall be appointed at salaries as established by the Mayor and Council.

Section 5. The provisions of this Article shall apply only to those employees who are actually employed on the date of the signing of this Agreement.

Section 6. The parties agree that the Ordinance referred to in Section 1 reflects:

The Town will continue a bi-weekly pay schedule. The rates of increases are as follows: effective 01/01/2012 employees shall receive 1.5% increase; effective 01/01/2013 employees shall receive 1.5% salary increase; effective 01/01/2014 employees shall receive 1.5% salary increase; effective 01/01/2015 employees shall receive 2.0% salary increase. These terms are retroactive to the dates set forth herein to those presently employed on those dates and those who were employed and retired on ordinary or disability pension prior to the signing of this Agreement.

Section 7. Effective July 1, 1993, an increment program shall be effective for those employees in the unit not at their maximum salary. The increment program shall provide an adjustment to an employee's base salary of \$1,000, unless a smaller adjustment will bring the employee to the employee's maximum salary. This program shall commence and be effective July 1, 1993, and the adjustment shall be made on every subsequent July 1st. No employee shall be paid a salary greater than their maximum pursuant to this program. New employees shall be under this program the first July after the first year anniversary.

The parties further agree that this Agreement provision that provides salary increases to employees not at maximum shall be suspended for the period January 1, 2010 to December 31, 2011. No employee shall receive any salary increase pursuant to this program. The program shall be renewed effective January 1, 2012, but shall not provide retroactive payments for January 1, 2010 to December 31, 2011.

ARTICLE XV

LONGEVITY

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

Effective January 1, 1985

After three (3) years	Two (2%) percent
After five (5) years	Four (4%) percent
After ten (10) years	Six (6%) percent
After fifteen (15) years	Eight (8%) percent
After twenty (20) years	Ten (10%) percent
Beginning at year twenty-three (23)	Twelve (12%) percent
Beginning at year twenty-four (24)	Fourteen (14%) percent

Section 2. Longevity will be paid in regular salary payments.

Section 3. Effective July 1, 1995, all full-time services with the Town of Harrison shall be recognized for longevity purposes.

LONGEVITY VACATION

Separate and apart from the vacation days provided for in Article VII, all full-time permanent employees of the Town of Harrison shall be allowed one (1) fully paid day off from work for each five (5) years of full-time service to the Town.

ARTICLE XVI

CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. The parties hereto acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law from the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the execution of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Association, for the life of this Agreement, shall voluntarily and unqualifiedly waive the right, and each agree that the other shall not be expected to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may have been in the knowledge or contemplation of the parties who have signed this Agreement.

Section 2. Any modification to this Agreement is to be in writing and signed by both sides.

Section 3. The Town agrees that it will not enter into any other agreement or contract with its employees as defined in Article I, Section 1 of this Agreement which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XVII

SAVINGS AND SEPARABILITY CLAUSES

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by court order or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be affected thereby and will continue in full force and effect.

ARTICLE XVIII

WORKING HOURS

Section 1. For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of employees on an annualized basis over the regular non-overtime hours assigned in 1976 without additional compensation.

Section 2. Effective 01/01/1998, the regular work day for Town Hall employees is to be 9:00 a.m. to 4:30 p.m. with one (1) hour for lunch; the foregoing does not change any rights that the Town has under the existing Agreement. Effective 01/01/1998, the regular working hours for all other employees shall be 7:30 a.m. to 4:00 p.m. with one (1) hour for lunch; the foregoing does not change any rights that the Town has under the existing Agreement.

Section 3. Employees hired on and after 01/01/1997 may be assigned to a work schedule other than Monday to Friday, i.e., Saturday may be an assigned regular work day with one day off during the regular week. The Town retains its right for all employees to establish a regular work week other than Monday through Friday.

Section 4. Pursuant to the Management Rights set forth in Article V, the Town shall have the right to alter and/or modify the regular work schedule provided the overall annual work hours are not increased.

ARTICLE XIX

RECALL

If an employee is recalled for any reason, he/she shall receive a minimum guarantee of four (4) hours of work at his/her regular overtime rate of pay.

ARTICLE XX

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Head of Department or his/her Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative. All complaints must be in writing.

Section 3. When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Association or his/her duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Head of the Department or his/her duly designated representative within thirty (30) calendar days of the infraction. The Head of the Department shall answer the grievance orally within five (5) workdays.

Step 2. If the grievance is not resolved in Step 1 or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) workdays in writing to the Mayor or the Mayor's designee. The presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Mayor or the Mayor's designee shall answer the grievance in writing within ten (10) workdays after receipt of the grievance setting forth the position of the Town.

Step 3. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Mayor or the Mayor's designee has been received by the Association within the time provided in Step 2, the Association may demand arbitration of the grievance in accordance with the Arbitration provision, hereinafter set forth.

Section 4. Nothing herein contained is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules of the State of New Jersey.

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, except that termination of probationary employees shall not be subject to arbitration and the decision of the Town shall be final and not subject to Arbitration review, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party within (30) workdays after receipt of the Step 2 decision, specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) workdays following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the grievance in the manner set forth in Rule 19:12-14, Rules and Regulations and statement of procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons of each finding and conclusion.

Section 4. The decision of the arbitrator shall be final and binding on the Association and the Town. The Arbitrator shall be without authority to add to or subtract from the Agreement, and the Arbitrator shall be without authority to hear any grievance challenging the termination of a probationary employee or an employee hired for a fixed term.

Section 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternatively strike one name until but one name remains, and that party shall be the arbitrator of the issue or issues to be arbitrated.

Section 7. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear its own cost.

ARTICLE XXI

RULES AND REGULATIONS

New work rules or modification to existing work rules shall be promulgated and posted seven (7) days before the effective date, except in the case of emergency.

ARTICLE XXII

PERSONNEL FILES

The Town shall maintain a personnel file for each employee, and the employee's supervisor may also maintain a personnel file for each employee. Upon reasonable notice, an employee may review his/her file on non-work time. An employee has the right to place any answering statement in his/her file.

Public Safety Telecommunicators shall not have the right to place any material or statements in their files.

ARTICLE XXIII

JURY DUTY

The current practice with respect to jury duty shall be continued.

ARTICLE XXIV

NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Town, or any of its agents against the employees represented by the Association because of membership or activity in the Union, and the Union shall not intimidate or coerce employees into membership or discriminate or harass an employee who does not join the Union. Neither the Town nor the Union shall discriminate against any employee because of race, creed, color or origin.

ARTICLE XXV

DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. Major discipline and/or discharge shall be appealed to Civil Service Commission; major discipline and/or discharge shall not be grievable or appealable to grievance arbitration provided in this Agreement. Minor discipline may be appealed to the grievance procedure and arbitration. Termination of a probationary employee shall not be subject to the grievance procedure or to arbitration.

ARTICLE XXVI

MAINTENANCE OF STANDARDS

All terms and conditions of employment established in the Town's Ordinances, Resolutions and Rules and Regulations not included in this Agreement shall be continued for the members of this bargaining unit.

ARTICLE XXVII

VACANCIES

If possible, the Town shall post bargaining unit vacancies seven (7) days before filling.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 2012 through midnight December 31, 2015. In the event a successor Agreement has not yet been renegotiated, then if the parties mutually agree, this Agreement shall remain in effect until a new Agreement has been concluded.

ARTICLE XXIX

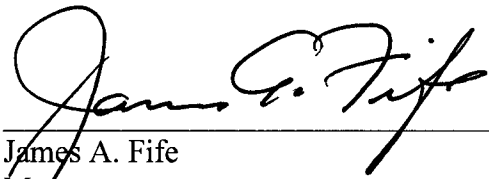
NO STRIKE PLEDGE

The Association will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slow down, walkout, or other action which interferes with the full and complete normal operations of the Town.

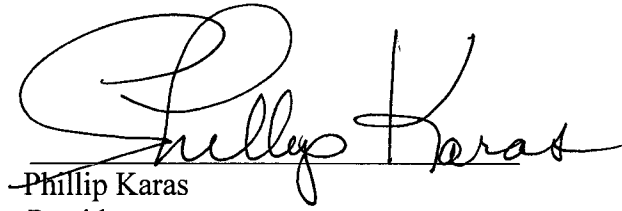
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

HARRISON CIVIL SERVICE EMPLOYEES
ASSOCIATION




James A. Fife
Mayor



Phillip Karas
President

ATTEST:



Paul J. Zarbetski
Town Clerk

ATTEST:



Mary C. Gaines
Secretary

Date: 05/04/2018

Date: 5/30/18

EXHIBIT "A"

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. 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 9. 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 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.