

**TOWNSHIP OF HARDING**

**AND**

**HARDING TOWNSHIP POLICEMAN'S  
BENEVOLENT ASSOCIATION LOCAL 340**

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**January 1, 2013 through December 31, 2016**

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**POLICEMEN'S BENEVOLENT ASSOCIATION 340**  
**2013 – 2016**

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015,  
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 Harding Township Policemen's Benevolent Association 340 (PBA) in the County of Morris and the State of New Jersey, part of the second part, hereinafter designated Members,

**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 sworn law enforcement officers up to and including the rank of Sergeants of the Harding Township Police Department.



## 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 hired on or prior to May 31, 2014:

	<b>1/1/13 1.95%</b>	<b>1/1/14 1.95%</b>	<b>1/1/15 1.95%</b>	<b>1/1/16 1.95%</b>
Probationary	\$44,354	\$44,354	\$44,354	\$44,354
Step 1	\$51,068	\$51,068	\$51,068	\$51,068
Step 2	\$59,427	\$59,427	\$59,427	\$59,427
Step 3	\$73,677	\$73,677	\$73,677	\$73,677
Step 4	\$87,928	\$87,928	\$87,928	\$87,928
Step 5	\$94,621	\$94,621	\$94,621	\$94,621
Step 6	\$101,384	\$101,384	\$101,384	\$101,384
Step 7	\$110,198	\$112,348 <sup>7</sup>	\$114,538 <sup>7</sup>	\$116,771

2. Patrol Officers hired on or after June 1, 2014

	<b>1/1/13 1.95%</b>	<b>1/1/14 1.95%</b>	<b>1/1/15 1.95%</b>	<b>1/1/16 1.95%</b>
Probationary	\$45,219	\$45,219	\$45,219	\$45,219
Step 1	\$49,551	\$49,551	\$49,551	\$49,551
Step 2	\$53,883	\$53,883	\$53,883	\$53,883
Step 3	\$58,215	\$58,215	\$58,215	\$58,215
Step 4	\$62,547	\$62,547	\$62,547	\$62,547
Step 5	\$66,879	\$66,879	\$66,879	\$66,879
Step 6	\$71,211	\$71,211	\$71,211	\$71,211
Step 7	\$75,543	\$75,543	\$75,543	\$75,543
Step 8	\$79,875	\$79,875	\$79,875	\$79,875
Step 9	\$84,207	\$84,207	\$84,207	\$84,207
Step 10	\$88,539	\$88,539	\$88,539	\$88,539
Step 11	\$92,871	\$92,871	\$92,871	\$92,871
Step 12	\$97,203	\$97,203	\$97,203	\$97,203
Step 13	\$101,535	\$101,535	\$101,535	\$101,535
Step 14	\$105,867	\$105,867	\$105,867	\$105,867
Step 15	\$110,198	\$112,348	\$114,538	\$116,771

3. Sergeants:

	<b>1/1/13</b> <b>1.95%</b>	<b>1/1/14</b> <b>1.95%</b>	<b>1/1/15</b> <b>1.95%</b>	<b>1/1/16</b> <b>1.95%</b>
Step 1	\$112,954	\$115,157	\$117,403	\$119,691
Step 2	\$115,709	\$117,965	\$120,265	\$122,611
Step 3	\$118,464	\$120,774	\$123,129	\$125,530

B. At the sole discretion of the Township, a newly hired officer may be placed on the salary guide commensurate with their prior experience.

C. 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.

## 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:

<b>Years of Service</b>	<b>Longevity Non-Pensionable</b>
5-8	3.00%
9-12	3.25%
13-15	3.50%
16-24	3.75%
25+	4.00%

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 the 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 or shifts.

## SECTION IV

### VACATION

- A. All members 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 in which the member was hired.	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 full Calendar Year through Ninth Completed Calendar Years	One hundred twenty (120) hours
Tenth full Calendar Year through Fourteenth Completed Calendar Years	One hundred sixty (160) hours
Fifteenth full Calendar Year through More Completed Calendar Years	Two hundred (200) hours

- B. Members 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. A member 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.

- C. If a member's vacation time is denied, and cannot be subsequently used in that calendar year, the Township will "buy back" up to  $\frac{1}{4}$  of a member's yearly vacation time with a maximum of 48 hours at straight hourly rate in 2014 and 2015 only.
- D. A maximum of 48 hours of vacation can be carried over into the next calendar year. Time carried over must be used no later than May 1 of the following year.

## **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. Each member shall be allowed to transfer from their accrued sick leave up to a maximum of ninety-six (96) hours for a medical condition to another member who has exhausted their entire bank of time.
- C. 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.

D. 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. 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.
3. 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.
4. A member who retires prematurely on disability pension under Police and Firemen's Retirement System guidelines, shall be exempt from the attainment of the service requirement set forth in Section VI (C) (1).

## **SECTION VII**

### **FUNERAL LEAVE AND PERSONAL LEAVE**

- A. Every member shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the member attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- B. Every member 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 member 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 member attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- D. Every member shall be entitled to twenty-four (24) hours of personal leave per year without the need to give a reason. In addition, every member shall be entitled to personal leave hours, on the basis of need, at the discretion 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 for 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 (5) working days after the meeting.

(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.



## **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 a member 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. A member may have their shift start and stop time adjusted to accommodate Departmental needs, with the agreement of the member and the Chief of Police. There may be times when the work schedule of a member may be temporarily altered, with the agreement of the member and Chief of Police, every three (3) months.
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 when working the 4/4 twelve (12) hour schedule shall receive 116 hours (at straight time) of owed time, which must be used within each calendar year and shall not accumulate.

## B. Overtime

1. Overtime compensation shall be earned when a member working the twelve (12) hour schedule (Section IX, A1), works in excess of twelve (12) hours in any one (1) day and/or more than ninety-six (96) hours in any sixteen (16) day work cycle.
2. If a member has agreed upon a temporary schedule with the Chief of Police, overtime compensation shall be earned when that member works in excess of the scheduled work day and/or more than forty (40) hours in a calendar week.
3. The hourly rate shall be calculated by dividing the annual salary by two thousand eighty (2,080) hours.
4. Compensatory Time will be paid at time and one-half in money or time and one-half in time off (as per the Fair Labor Standards Act).

## 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 not mandated by the Chief of Police, shall not be covered by this section.
3. At the discretion of the Chief of Police, a member 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.

#### 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.

#### E. Schedule

1. The monthly work schedule shall be posted by the 15<sup>th</sup> 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. If the Chief of Police intends to switch any member, within the twelve (12) hour schedule, for the purpose of reassigning partners, written notice shall be provided at least sixty (60) days prior to the switch, except in the event of an emergency or extenuating circumstances, in order to ensure efficient operation of the Department.

## SECTION X

### INSURANCE

#### A. Health Insurance

High Deductible Health Insurance Plan / Direct Access Network				
Deductible	Single		Family	
	\$1,500		\$3,000	
– Deductible Obligation	Member	Township	Member	Township
	\$1,500	\$0.00	\$3,000	\$0.00
Co-Insurance (Rx only)	Single		Family	
	\$3,500		\$7,000	
– Co-Insurance Obligation	Member	Township	Member	Township
	\$0.00	\$3,500	\$0.00	\$7,000
Out-of-Network Maximum	Member	Township	Member	Township
	\$0.00	\$10,000	\$0.00	\$20,000

1. All active members shall be enrolled in the high deductible insurance plan effective the first of the month following ratification of both parties. See Attachment 1.
2. The Township can change health insurance carriers as long as it is equal to or better than this plan.
3. Six members who are eligible for the one-time health insurance incentive payment shall receive two yearly payments in 2014 and 2015 of \$2,500.

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. Section 125 Plan

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

D. Health Savings Account

Members are eligible to establish a Health Savings Account. The Township will match an Officer's contribution up to 50% (dollar for dollar) of the maximum allowable under Federal Law in 2014, 2015 and 2016. Contributions are retroactive to January 1, 2014. Contributions by the Township expires December 31, 2016.

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.



## **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 members 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; Business Management 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, in conjunction with the Appropriate Authority, and shall be capped at the credits necessary to obtain stated degree.

Members 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 a member's comprehensive education plan. This plan shall be developed in conjunction with the member's immediate supervisor. The member'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 Appropriate Authority, will prioritize the requests and may deny, defer or opt to partially fund a pre-approved request. For example, if a member requests reimbursement for two classes, in order to allow other members 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, members 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

Members 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. Members 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:

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 annual stipend).

<b>YEAR</b>	<b>ASSOCIATE'S</b>	<b>BACHELOR'S</b>
2013	\$1,000	\$2,000
2014	\$1,500	\$2,500
2015	\$2,000	\$3,000
2016	\$2,500	\$3,500

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 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.

**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.

## **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.



## **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. Anyone hired on or after July 1, 2013, shall not be afforded the retiree benefits described in the paragraphs below. Note, Officer Ian Persson will be eligible for member and spouse coverage only.

#### **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. Current retirees will remain in the existing plan with the reimbursement fund until age 65.

#### **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

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."

## **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.

## **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.

**SECTION XXIII**  
**TERM OF CONTRACT**

This Agreement shall become effective on the first day of January, 2013, and shall remain in effect and force for a period of four (4) years and shall expire on the thirty-first day of December, 2016.



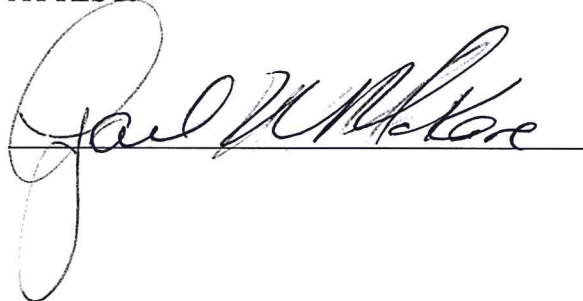
# SECTION XXIV

## CONCLUSION

It is agreed that proposals will be exchanged between the Policeman's Benevolent Association 340 and the Township of Harding for the 2017 contract by September 15, 2016.

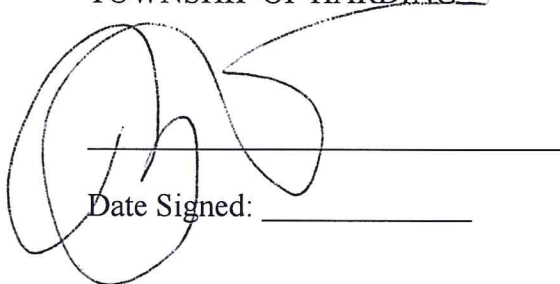
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed as of the day and year written below.

ATTEST:



\_\_\_\_\_

TOWNSHIP OF HARDING \_\_\_\_\_



\_\_\_\_\_

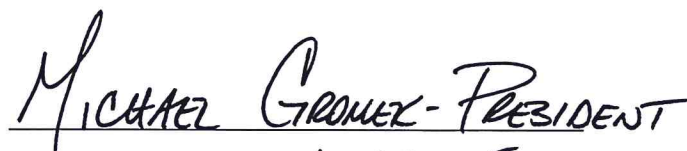
Date Signed: \_\_\_\_\_

ATTEST:



\_\_\_\_\_

POLICEMAN'S BENEVOLENT  
ASSOCIATION LOCAL NO 340



\_\_\_\_\_

Date Signed: 6.10.15



\_\_\_\_\_



\_\_\_\_\_

Date Signed: 6/10/15

# ATTACHMENT 1



## Horizon MyWay HSA Direct Access

Health Saving Account (HSA)	Employer Contribution	
You may access your Health Savings Account for out of pocket expenses.	The employer and/or employee can contribute to the Health Savings Account up to the statutory maximum regardless of the individual's deductible.	
<b>Benefit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Benefit Period</b>	Calendar Year	
<b>Deductible</b>	Calendar Year	
<b>Individual</b>	\$1500 per indiv./\$3000 True Family Deductible	
<b>Family</b>	True Family Aggregate - Entire family deductible must be met before any benefits are paid.	
	Deductible is Calendar Year.	
<b>Coinsurance</b>	100%	70%
<b>Maximum Out of Pocket</b>	Calendar Year	
<b>Individual</b>	\$5,000	\$10,000
<b>Family</b>	\$10,000	\$20,000
Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.		
<b>Benefit Period Maximum</b>	Unlimited	
<b>Lifetime Maximum</b>	Unlimited	
<b>Primary Care Physician Selection</b>	Not Required	
<b>Doctor's Office Visits</b>	Not Required	
<b>Primary Care Office Visit</b>	100% after deductible A primary care physician is a general or family practitioner, internist or pediatrician	70% after deductible
<b>Specialist Office Visit</b>	100% after deductible A referral is not required to visit a specialist.	70% after deductible
<b>Maternity Visits</b>	100% after deductible Female child dependents are ineligible for maternity/obstetrical benefits.	70% after deductible
<b>Allergy Testing and Treatment</b>	100% after deductible	70% after deductible
<b>Preventive Care</b>	No Deductible	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100% (no deductible)	70% (no deductible)
Well Child Exams	100% (no deductible)	70% (no deductible)
Well Child Immunizations and Lead Screening	100% (no deductible)	70% (no deductible)
<b>Diagnostic Procedures</b>	No Deductible	
Laboratory	100% after deductible	70% after deductible
Outpatient X-ray/Radiology Services	100% after deductible	70% after deductible
CT/CAT Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.		
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>		
<b>Hospital Care</b>	No Deductible	
Inpatient Admission (including maternity)	100% after deductible	70% after deductible
Room and Board	100% after deductible	70% after deductible
Pre-admission Testing	100% after deductible	70% after deductible
Surgery in Hospital	100% after deductible	70% after deductible
Inpatient Physician Services	100% after deductible	70% after deductible
Outpatient Dept. Services	100% after deductible	70% after deductible

**Horizon MyWay HSA**  
**Direct Access**

<b>Emergency Care</b>	100% after deductible	
Emergency Room	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100% after deductible	70% after deductible
<b>Outpatient Surgery</b>		
Hospital Outpatient Surgery	100% after deductible	70% after deductible
Surgery in an Ambulatory SurgiCenter	100% after deductible	70% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
<b>Mental Health Services</b>		
Inpatient	100% after deductible	70% after deductible
Outpatient department	100% after deductible	70% after deductible
Office setting	100% after deductible	70% after deductible
<b>Substance Abuse Services</b>		
Inpatient	100% after deductible	70% after deductible
Outpatient Substance Abuse	100% after deductible	70% after deductible
Office setting	100% after deductible	70% after deductible
<b>Alcohol Abuse Services</b>		
Inpatient	100% after deductible	70% after deductible
Outpatient department	100% after deductible	70% after deductible
Office setting	100% after deductible	70% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
<b>Other Services</b>		
Bariatric Surgery	100% after deductible	70% after deductible
Diabetic Education	100% after deductible	70% after deductible
Diabetic Supplies	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after deductible	70% after deductible
Physical Rehabilitation Facility Inpatient Services	100% after deductible	70% after deductible
Home Health Care	100% after deductible	70% after deductible up to 100 visits
Hospice Care	100% after deductible	70% after deductible
Infertility (including in-vitro fertilization)	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after deductible	70% after deductible
Skilled Nursing Facility/Extended Care Center	100% after deductible Limited to 100 days per benefit period	70% after deductible Limited to 60 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after deductible	70% after deductible
Vision - Routine Eye Exam	100% after deductible	70% after deductible
Vision Hardware	Not covered	
Prescription Drugs	70% after deductible	





## Horizon MyWay HSA Direct Access

<b>Eligibility</b>	Dependent children, including full-time students are covered until the end of the month in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
<b>Pre-Existing Conditions</b>	The plan includes a "pre-existing conditions" limitation. A "pre-existing condition" is an illness or injury for which medical advice, diagnosis, care or treatment was received during the six month period immediately prior to a covered person's enrollment date. If this limitation applies, no benefits will be paid for charges incurred for the covered person's pre-existing condition until 12 months after the enrollment date. But this limitation does not apply to: pregnancy; any individual or enrollee age 18 and under; genetic information, in the absence of a diagnosis of the condition related to that information; or a newborn child's birth defect. Other exceptions may also apply. Even if the limitation applies, the 12 month period may be reduced by the time during which a person was covered under certain other healthcare coverage (Creditable Coverage) that was continuously in force up to a date not more than 63 days prior to the enrollment date.
<b>Grandfathered</b>	Not Applicable
<b>Prior Authorization</b>	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .
<b>24/7 Nurse Line</b>	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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