

## **CONTRACT**

#### **BETWEEN**

# TOWN OF HARRISON HUDSON COUNTY, NEW JERSEY

**AND** 

HARRISON CIVIL SERVICE
EMPLOYEES ASSOCIATION

January 1, 2007 - December 31, 2011

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## **PREAMBLE**

This agreement effective this day of January, 2010 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 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 all full-time permanent blue and white collar Town employees and public safety telecommunicators, 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**

Section 1. 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 Employer agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Employer at the Employer's discretion, for up to six (6) months, but such grant of leave shall not be discriminately, unreasonably or unjustifiable 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 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 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-5.3 (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**

- A. 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.
- B. The Town reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the Laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following: 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**

All full-time permanent employees shall receive overtime pay computed at the rate of time and one-half (1 ½) 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 of each hour. 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

All full-time permanent employees of the Town of Harrison 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.

	TIME OF SERVICE	NUMBER OF WORKING VACATION DAYS
Up to (1) 3	/ear	One (1) day for each full month of service
One (1) to	nine (9) year	Sixteen (16) days
After ten (	10) years	Twenty (20) days (Effective 1/1/87)
After twen	ty (20) years	Twenty-one (21) days

## **VACATION ENTITLEMENT FOR EMPLOYEES HIRED AFTER 1/1/98**

## Effective January 1, 2005

From date of hire to end of the calendar year	One (1) day for each full month of service
(December 31 <sup>st</sup> )	(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

Employees must use their vacation time within the year earned. Employees are not permitted to carry over vacation time to the following year unless it is impossible to schedule the vacation during the year due to work schedule, and unless the employee receives the written permission of the Town to carry over the unused vacation to the following year.

Scheduling vacation shall be in accordance with current practice.

## **HOLIDAYS**

All full-time permanent employees of the Town of Harrison shall be allowed the same holidays as are declared for all State employees.

All employees serving in the Public Safety Telecommunicator titles 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

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

- A. During the first year of employment, one and one-quarter (11/4) workday of sick leave for each completed calendar month of service.
- B. After one (1) full year of employment, fifteen (15) workdays of sick leave, in each calendar year.
  - C. Unused sick leave shall be cumulative without limit as per Civil Service.
- D. 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 (½) 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 period 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 and Public Safety Telecommunicator shall receive the unpaid holiday pay.

#### **ARTICLE XI**

#### **INSURANCE**

Section 1. Members shall receive fully paid Blue Cross/Blue Shield, Rider J, 365-day hospital coverage and Major Medical insurance, prevailing fee plan, for themselves and their dependents. Dependent children shall be covered until age 23. Effective January 1, 1990, if for any reason the Town changes its major medical carrier, all members shall be provided with the same carrier as all other Town employees. To be eligible for insurance coverage, employees must have a minimum thirty (30) hours per week work schedule.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after September 19, 2009 shall be entitled to medical insurance under the HMO option.

Section 2. The Town will provide a prescription drug program with a one (\$1.00) dollar copay provision for all employees and their dependents covered by this agreement. Effective January 1, 1999, the co-pay shall be increased to five (\$5.00) dollars. However, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted towards the employee's deductible with the Major Medical Carrier.

Prescription Co-Pay: Effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs; \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Section 3. Active members shall receive a \$2,500.00 term life insurance policy.

Section 4. Dental Plan - As soon as administratively possible in 1983, the Town of Harrison will provide unit members with a dental plan. It is understood and agreed that the dental plan will be implemented as soon as possible in 1983, but such plan, if not in effect on January 1, 1983, will not be retroactive to that date. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000. Any changes in the dental plan negotiated by the F.M.B.A. or P.B.A. during the term of this contract shall also apply to the Association.

Section 5. Effective January 1, 1985, or as soon thereafter as administratively possible, a medical emergency care rider will be added to the present Blue Cross/Blue Shield coverage. Effective January 1, 1985, or as soon thereafter as administratively possible, bargaining unit members may participate in the existing "Stay Well Program" subject to the limitations provided therein. The members of the unit who voluntarily participate in this program will pay fifty (50%) percent of the Annual cost as it applies to them. The Town will pay the remaining fifty (50%). This benefit will only apply to individuals who are included in the Association. The parties will make the appropriate administrative arrangement for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee only program.

Section 6. Optical Program - The Town shall provide an optical program; this Agreement shall cap the Town's annual per-employee cost for this benefit at \$100.00. Any changes in the optical plan negotiated by the FMBA or PBA during the term of this contract shall also apply to the Association. Retirees and their spouses and eligible dependents shall receive optical coverage if the employee was receiving said coverage during employment.

Section 7. Retired members who have met the requirements of Section 2 of Ordinance

1051 (attached hereto as Exhibit "A" and made a part hereof) shall receive all medical, optical, dental,
and prescription benefits that they received at the time of their retirement.

Section 8. The Town shall have the right to change carriers provided the coverage is equal or better than the existing coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult with the Association not less than thirty (30) calendar days before the effective date of any change in 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 coverage for both the current and proposed health care plans for the purpose of an independent review.

Section 9. Association members shall receive the same insurance benefits provided to members of the P.B.A. and/or the F.M.B.A.

Section 10. A surviving spouse and surviving eligible dependants of a deceased active employee of the Town entitled to medical, dental, and prescription benefits who has met the requirements of Section 2 of Ordinance 1051 (attached hereto as Exhibit "A" and made a part hereof) at the time of his death, or a deceased retired employee of the Town who was receiving medical, dental, and prescription benefits from the Town at the time of his death, shall be entitled to continuation of such medical, dental, and prescription benefits that the deceased member enjoyed at the time of his death.

## **ARTICLE XII**

#### **FUNERAL LEAVE**

- A. A member shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of the funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.
- B. A member shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.
- C. Effective January 1, 1990, all members shall be entitled to one (1) day of bereavement pay for the death of a grandparent-in-law provided the member is scheduled to work on the date of the funeral or wake.

## ARTICLE XIII

## MILITARY LEAVE

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

#### **ARTICLE XIV**

#### **SALARIES**

- <u>Section 1</u>. 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 salary of employees shall be adjusted in accordance with the provisions of Civil Service Law, Rules and Regulations.
- Section 4. New employees to the Town of Harrison 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.
  - <u>Section 6</u>. The parties agree that the Ordinance referred to in Section 1 reflects:

The Town of Harrison will institute a bi-weekly pay schedule. The rates of increases are as follows: effective 1/1/07 employees at maximum salary shall receive +3.5%, employees not at maximum shall receive +3.0%; effective 1/1/08 employees at maximum salary receive +3.5%, employees not a maximum should receive 3.0%; effective 1/01/09 employees at maximum shall receive 3.5%, employees not at maximum shall receive 3.0%. These terms are retroactive to presently employed on those dates and those who were employed and retired on ordinary or disability pension prior to the signing of this Agreement.

No salary increase shall be granted for the period January 1, 2010 to December 31, 2011.

Section 7. Effective July 1, 1993, an increment program shall be effective for those employees in the bargaining unit not at their maximum. The increment program shall provide an adjustment to the employees' base salary of \$1,000.00, unless a smaller adjustment will bring the employee to the employee's maximum. This program shall commence and be effective July 1, 1993 and the adjustment shall be made on every subsequent July 1<sup>st</sup>. 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 the contract 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 t	wenty-three (23)	Twelve	(12%)	percent		
Beginning at	year t	wenty-four (24)	Fourteen	(14%)	percent		

Longevity will be paid in regular salary payments.

Any Town employee who receives longevity under the longevity program in existence prior to January 1, 1976, who would receive a reduction or no longevity under the new program, will be placed on a level on the new longevity program so that the Town employee will participate in the new program.

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 service to the Town.

## **ARTICLE XVI**

## CHANGES, SUPPLEMENTS OR ALTERATIONS

#### **MODIFICATION:**

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.

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

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 count order or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be effected thereby and will continue in full force and effect.

#### **ARTICLE XVIII**

## **WORKING HOURS**

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.

Effective 1/1/98, 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 1/1/98, 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.

Employees hired on and after 1/1/97 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.

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 shall receive four hours minimum guarantee at his 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 Union representative. All

  complaints must be in writing.
- Section 3. When the Union 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 Union 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 Union within the time set forth in Step 1, the Union shall present the grievance within ten (10) work days in writing to the Mayor or the Mayor's designee. The presentation shall set forth the position of the Union, 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 Employer.
- 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

Union within the time provided in Step 2, the Union 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 decisions of the arbitrator shall be final and binding on the Union and the Employer. The Arbitrator shall be without authority to add to or subtract from the Agreement, 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.

## 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 employees. Upon reasonable notice, the employee may review their file on non-work time; and the employee has the right to place any answering statement in their file.

Public Safety Telecommunicators shall not have the right to place any material or statement 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 Employer, or any of its agents against the employees represented by the Union because of membership or activity in the union, the Union shall not intimidate or coerce employees into membership or to discriminate or harass an employee who does not join the Union. Neither the Employer 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 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 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, 2007 through midnight December 31, 2011. 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 Union 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 Employer.

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

TOWN OF HARRISON

Raymond J. McDonough

Date: 03/03/10

ATTESP:

Mayor

Payl J. Zarbetski Town Clerk

Date: 2/3//

HARRISON CIVIL SERVICE EMPLOYEES ASSOCIATION

Patricia Keohane

President

Date:

ATTEST:

Noemia Carvalho

1/15/2010

Secretary

Date:

#### TOWN OF HARRISON COUNTY OF HUDSON ORDINANCE NO. 1051

AN ORDINANCE AMENDING ORDINANCE NOS. 289, 315, 377, 423, 425, 527, 556, 557, 560, 568, 617, 623, 626, 655, 656, 657, 662, 663,677, 702, 744, 766, 792, 794, 810, 814, 832, 851, 899, 924, 979, AND 1001 CONCERNING CIVIL SERVICE EMPLOYEES OF THE TOWN OF HARRISON, COUNTY OF HUDSON AND STATE OF NEW JERSEY, TO ESTABLISH POSITION AND TO PROVIDE SALARY INCREASES FOR EMPLOYEES OF THE TOWN OF HARRISON.

BE IT ORDAINED BY THE Mayor and Council of the Town of Harrison, County of Hudson and State of New Jersey, that:

SECTION 2: Pursuant to Title 40A:10-23, the employer assumes the entire cost of such coverage and pay all premiums for employees a. Who have retired on a disability pension, or 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 four (4) years to twenty-five (25) years with the Town of Harrison at the time of retirement, or 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 four (4) years to twenty-five (25) years with the Town of Harrison 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 shall 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.

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## EXHIBIT "A"