

File

RESOLUTION NO. 238-2017

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON
AUTHORIZING EXECUTION OF AGREEMENT WITH PBA LOCAL 178 FOR A
FOUR-YEAR PERIOD EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2021**

WHEREAS, PBA Local 178 is the sole and exclusive bargaining representative for the police officers for the Township of Harrison; and

WHEREAS, the prior Collective Bargaining Agreement expires on December 31, 2017; and

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 between the Township of Harrison in the County of Gloucester and PBA Local 178 relative to rates of pay, hours of work and other conditions of employment for Police Officers within the Township of Harrison; and

WHEREAS, it is in the best interest of the residents of the Township of Harrison that the governing body authorize and approve the proposed Collective Bargaining Agreement in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Harrison, County of Gloucester, and State of New Jersey that:

1. The PBA Local 178 Agreement for the years January 1, 2017 through December 31, 2021, a copy of which is attached hereto and is made a part hereof, is hereby accepted by the Township of Harrison and the Mayor is hereby authorized to execute same, and the execution of said Agreement is hereby ratified by the Township Committee.

2. This Agreement is approved by the Township of Harrison subject to ratification by PBA Local 178.

3. Copies of this Resolution are to be provided to PBA Local 178, Harrison Township Chief of Police, Chief Financial Officer, Township Clerk, and any other interested party.


4. A certified copy of this Resolution and Agreement are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, New Jersey 08625, as per N.J.S.A. 34:13A-8.2.

ADOPTED at a special meeting of the Mayor and Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on November 6, 2017.

TOWNSHIP OF HARRISON

BY: 
LOUIS F. MANZO, MAYOR

ATTEST:


DIANE L. MALLOY
Municipal Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo				
Clowney				
Heim				
Gangemi				
Jacques				

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a Special Meeting held by the same on November 6, 2017 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.

DIANE L. MALLOY
Municipal Clerk

CONTRACT AGREEMENT

BETWEEN

**THE TOWNSHIP OF HARRISON
GLOUCESTER COUNTY, NEW JERSEY**

AND

**PBA LOCAL #178 - REPRESENTING THE
PATROL OFFICERS, DETECTIVES, AND
SERGEANTS OF THE HARRISON TOWNSHIP
POLICE DEPARTMENT**

EFFECTIVE JANUARY 1, 2018

THRU DECEMBER 31, 2021

CONTRACT AGREEMENT

PBA LOCAL #178 – HARRISON TWP PD PATROLMAN, DETECTIVES & SERGEANTS

1/1/2018 thru 12/31/2021

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CONTRACT AGREEMENT

HARRISON TWP PBA LOCAL #178 -PATROLMAN, DETECTIVES & SERGEANTS

1/1/2018 thru 12/31/2021

ARTICLE I - RECOGNITION

The Township recognizes the Policeman's Benevolent Association Local #178 as the exclusive representation for all members of the Harrison Township Police Department who are employed as Patrolman, Detectives and Sergeants by the Township, but this is not intended to include the Chief of Police, Captain, Lieutenant, nor any other employees of the Township. Whenever the phrase, "Members of the Association" is used herein, it is understood to mean the Patrolmen, Detectives and Sergeants of the Harrison Township Police Department.

ARTICLE II - MANAGEMENT RIGHTS

The Association recognizes that there are certain functions responsibilities and management rights exclusively reserved to the Township and the Chief of Police. All of the rights, power and authority possessed by the Township prior to the signing of this agreement, including but not limited to the right to terminate employment for conduct unbecoming a police officer, inability to perform police duties and discipline with just cause are retained exclusively by the Township, subject only to such limitations as are specifically provided in this agreement.

ARTICLE III - LENGTH OF PROBATIONARY PERIOD

The probationary period for a new member of the Harrison Township Police Department shall be for a period of one (1) year. The probationary period will commence AFTER the officer has been certified by the New Jersey Police Training Commission, and begins his/her full time duty assignment.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION 1 – GRIEVANCE PROCEDURE

The purpose of this article is to settle all grievances between the Township and the members of the PBA as quickly as possible, so as to foster efficiency and Employee morale. A grievance is defined as any dispute between the Township and the PBA involving the application, interpretation or an alleged violation of this Agreement. It shall be understood that ONLY the interpretation and application of the specific provisions of this agreement and disciplinary action can be grieved.

Any grievance must be presented to the Chief of Police or his designee within ten (10) working days of the aggrieved party becoming aware of the event(s) upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

STEP A

The PBA representative, the aggrieved party(s), the Chief of Police or his designee shall meet and attempt to settle the matter, with said meeting taking place within five (5) working days of the filing. If a settlement is not reached, the PBA shall furnish a written statement of grievance to the Chief of Police. The grievance shall be prepared and submitted on a specific Grievance form provided by the Township. The Chief of Police or his designee shall then file a written report with their finding of fact, conclusion and recommendation, to accompany the PBA written statement and forward same to the Director of Public Safety within five (5) working days of their meeting. The PBA has the option of also filing a written

report with the Director of Public Safety within five (5) working days of the meeting.

STEP B

The Director of Public Safety shall conduct a hearing no later than five (5) working days from the receipt of said finding, conclusions and recommendations. Prior written notification for said hearing shall be afforded to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and aggrieved parties throughout the grievance procedure. The Director of Public Safety shall make a reasonable effort to reach an agreement that is acceptable to all parties. If however, the Director is unable to obtain a mutually amicable agreement at this time, he shall within five (5) working days, render a written decision and serve same upon the respective parties.

If the aggrieved party(s) or the PBA object to the Director's decision, he/she (they) shall, within five (5) working days of receipt of the Director's written response, request a hearing with the full Township Committee. Said hearing shall occur within fifteen (15) days of said request. Interested parties shall be furnished with advance written notice of the scheduled hearing date.

STEP C

Upon compliance with the requirements of Step B, the Township Committee shall conduct a hearing at which time the aggrieved party, the Director of Public Safety, the Chief of Police and the PBA representative shall all be present. The Committee shall make all reasonable attempts to reach a settlement that is satisfactory to all parties. If an amicable settlement is not reached, the Township Committee shall within ten (10) days, render a written decision and serve same upon the respective parties.

NOTE: If an amicable settlement of the dispute is reached upon agreement of the parties during any of the aforementioned steps, said agreement shall be reduced to writing and signed by the respective parties.

SECTION 2 - ARBITRATION

If the PBA disagrees with or objects to the decision of the Township Committee, it may file for arbitration within twenty (20) working days of the receipt of the

decision of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other party. It shall be understood that ONLY grievances related to the interpretation and application of the specific provisions of this Agreement and disciplinary action shall be arbitral, and no other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employees Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the PBA. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the state of New Jersey and the United States of America, and the decisions of those respective courts, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his decision, the arbitrator shall indicate his findings of fact and reason for his decision.

SECTION 3

The time limit specific in the Grievance Procedure shall be construed as the maximum; however these may be extended upon mutual agreement.

SECTION 4

Any meeting between the Harrison Township Committee and the PBA to discuss a grievance shall not be held publicly unless the parties so agree in writing.

ARTICLE V - SALARIES

Effective January 1, 2018 through December 31, 2021, the salaries for all members recognized as being represented by the PBA shall be set forth in and provided for by the Township Salary Ordinances of 2018, 2019, 2020 and 2021 per

the Salary Schedule set forth in this Agreement. (Identified herein as "Appendix A").

SECTION 1

Effective January 1, 2018, the members regular hourly rate shall be the annual salary as given in the Salary Schedule, divided by 2184. It is understood and agreed that this is the only way the hourly rate shall be computed.

SECTION 2

The member's straight time hourly rate for the computation of overtime shall adhere to the above section denoted as Section 1.

ARTICLE VI - COMPUTATION OF SALARY AND BENEFITS

Seniority and other rights and benefits, e.g., vacation for the purposes of this Article shall be deemed to have commenced from date of hire as a full time member of the Harrison Township Police Department.

ARTICLE VII - OVERTIME

All time worked in excess of the member's normally scheduled work day will be paid at the rate of one and one half (1.5) times the straight pay as defined in Article V, Section 2.

All members of this CBA will have an equal opportunity to work overtime.

Chief of Police or his designee will create and administer a continuing overtime eligibility list. Original eligibility list will use seniority to determine which officer is next in line to be offered overtime.

Officers may accept or refuse the offer of overtime. Those who refuse the opportunity will be moved to the bottom of the list. Officers not available for legitimate reasons, i.e. (on duty) (vacation) etc. shall not be penalized and will retain their place on the list.

During emergent circumstances, to expedite the process, the Chief of Police or his designee retains the right to order or assign members to work overtime hours. Following the emergency, the Chief or his designee will determine if or how those assignments affected the eligibility list. Adjustments to the list will be made if necessary.

The parties to this Agreement acknowledge the right of the Township to employ Special Officers pursuant to New Jersey law. In the event that the Township employs Special Officers, the parties agree that both the Township and the Association interpret that law to allow the Township to employ Special Officers to work in the event that a regularly scheduled officer would be unavailable due to sickness, emergency, training, personal day, vacation, etc., as well as any use of a Special Officer to supplement regularly scheduled officers. The parties agree that this Agreement is entered into on the basis and reliance of those interpretations. Any use of a Special Officer pursuant to this interpretation shall not be basis for a claim by a member for additional compensation for any work performed by a Special Officer.

If a supervisor is not available on the shift for more than four (4) hours, an officer approved by the Chief of Police shall be entitled to the Sergeant's rate of pay for all hours worked in such capacity, retroactive to the first hour.

ARTICLE VIII - VACATION

The members of the CBA shall be entitled to the following paid vacation: After completion of the first full year of service – Forty eight (48) hours. After completion of two (2) full years of service - Eighty four (84) hours. After completion of three (3) full years of service - One hundred and twenty (120) hours. After completion of five (5) full years of service - One hundred and sixty eight (168) hours. After completion of ten (10) full years of service - One hundred ninety two (192) hours. After completion of fifteen (15) years of service - Two hundred and four (204) hours. After completion of twenty (20) full years of service - Two hundred and sixteen (216) hours.

Requests for the use of paid vacation shall be made in (4) hour increments.

There shall be no more than two officers assigned to a Patrol Platoon on vacation at a time (of any rank).

Vacations should be selected and scheduled by March 31st. Requests for vacation changes must be made five (5) calendar days in advance unless extenuating circumstances exist and with the approval of the Chief of Police or his designee.

Members shall be supplied with a statement of available vacation time prior to the 1st pay period of each calendar year.

Prior to the 1st pay period of each calendar year, the Chief of Police or his designee shall submit to the Treasurer's office a report containing the number of vacations hours to be carried over for each member of the police department. A second updated report shall be submitted prior to the 1st pay period in July.

The official record for the accounting of vacation hours shall be maintained in the Office of the Chief of Police. It shall be the responsibility of each member of the police department to ensure his/her accounting of vacation hours is correct.

ARTICLE IX - HOLIDAYS

This Agreement recognizes thirteen (13) holidays during a calendar year. All members shall be paid at the rate of one and one half (1.5) times their straight time pay for the hours worked on the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday – January 15th
3. Lincoln's Birthday – February 12th
4. Washington's Birthday – February 22nd
5. Good Friday
6. Memorial Day – 4th Monday in May
7. Independence Day – July 4th
8. Labor Day
9. Election Day
10. Veteran's Day – November 11th
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

The Detective shall follow the Township of Harrison Personnel Policy Holiday Schedule and shall be scheduled off and paid for the holidays. The Detective shall not receive any other compensation for the holidays.

ARTICLE X - COURT APPEARANCES

All members of the Association compelled to appear in any court in connection with a criminal or quasi-criminal complaint, or before any administrative board while on a scheduled day off, or on scheduled time off, shall be compensated at a minimum of two (2) hours at one and one half (1.5) times their straight time pay, as defined in Article V.

There shall be no exceptions to the minimum number of hours paid for court appearances.

ARTICLE XI - SICK LEAVE

All members of the Association shall be entitled to one hundred and twenty (120) hours sick leave per year of employment. Sick leave may be accumulated to a maximum of two thousand two hundred and fifty (2,250) hours per member. Sick leave shall not be used or charged against any officer who is injured performing a duty for the Township.

The Township shall provide for the full salary of any member of the Association who may be subject to any major injury while in the performance of his duty for the Township for such period of time as he shall be receiving workman's compensation.

If a member is on workman's compensation for (3) three continuous months, following that (3) month period the township and/or Chief of Police shall reserve the right to have the member examined by an independent physician or medical facility of their choice. The purpose is to determine if and when the member can reasonably be expected to fully perform his/her duties as a police officer.

The Chief of Police may at his sole discretion institute a "Light Duty" policy based on the availability of assignments. Light duty when possible will be made available to members unable to perform their full police duties as a result of both ON and OFF duty injuries.

In the event a "Light Duty" assignment is offered as a result of an OFF duty injury, it shall be at the officer's discretion whether to accept light duty or utilize his accrued sick time.

Prior to the 1st pay period in January and the 1st pay period in July, the Chief of Police or his designee shall provide a statement of available sick time to each member of the police department.

Prior to the 1st pay period in January and the 1st pay period in July, the Chief of Police or his designee shall submit to the Finance Office a Master List containing the number of available sick leave hours for each member of the police department.

The official record for the accounting of sick leave hours shall be the record maintained in the Office of the Chief of Police. It shall be the responsibility of each member to ensure his personal sick leave record is correct.

Officers who go a full calendar year without using sick time shall receive twelve (12) hours of compensatory time on January 1st of the following year.

Upon retirement of any member, the Township shall buy back two (2) hours for every five (5) hours of unused sick time (Payback of 40%). Computation of sick time earned during the calendar year of retirement will be pro-rated based on the percentage of days worked in that year. The buyback shall be spread out over two (2) years, with 50% of the final buyback figure being paid during the year of retirement and the remaining 50% of the final buyback figure being paid the year after retirement.

Due to budgetary considerations, to guarantee 50% of the final buyback figure during the intended retirement year, members must submit IN WRITING the intent to retire to the Township by the preceding November.

Township retains the right to defer the 50% buyback to members who did not submit a written intent to retire by the preceding November, and then elects to

retire after the budget year begins (January 1st). Township will only defer the 50% buyback if unable to do so due to budget restrictions.

There shall be no agreement or negotiations between individual members and the township to change or modify buyback terms.

ARTICLE XII - PERSONAL DAYS

SECTION 1

Each member of the Association shall be given three (3) personal days off, to be taken at ANY time during the calendar year. Requests for a personal day that are for reasons other than an emergency should be requested with as much advance notice as possible but still fall under the same conditions of being permitted for use at ANY time. One (1) day of personal time may be taken in two (2) equal segments of a member's normal work shift. (i.e. 12 or 8 hour shifts)

Manpower availability shall be a consideration when scheduling Personal Days. Other than in cases of emergency, personal days will not be permitted when two officers assigned to a Patrol Platoon (of any rank) have previously been scheduled as OFF for any reason.

Upon retirement, members will not be paid for unused Personal Days.

SECTION 2 – LEAVE OF ABSENCE DUE TO FAMILIAL DEATH

In the event of the death of: Father, Mother, Grandfather, Grandmother, Husband, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, (including step relations), members of the Association will be allowed from day of death five (5) consecutive regular working days off with pay. Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) work days due to death of a spouse, provided that such spouse shall leave surviving a minor child or children: otherwise, such leave shall be for a period of five (5) work days. For grandchild, niece, nephew, aunt, uncle, brother/sister-in-law or any person in the household for whom the Member is legal guardian, members of the Association shall be granted from day of death three (3) consecutive regular working days off

with pay. In addition, accumulated sick leave may be utilized for additional time off for death of an immediate member of the family. Exceptions to this article may be made with the approval of, and at the discretion of the Chief of Police.

SECTION 3 – UNILATERAL SHIFT MOVEMENT

Unilateral shift movement is permitted, so long as a request signed by both members is forwarded to the Chief of Police for approval. The request shall contain the dates of shifts to be exchanged, and be submitted at the earliest possible date.

Unilateral shift movement shall not result in the payment of overtime or rate change. Only members of equal rank can exchange shifts. (Patrolman for Patrolman or Sergeant for Sergeant).

SECTION 4 – MATERNITY/PATERNITY LEAVE

All members of the association will be permitted to utilize up to two (2) weeks, or eighty four (84) hours, of accrued sick time without penalty, from the day of birth, to care for a newborn child and/or birth parent,. Exceptions to this article may be made, at the discretion of the Chief of Police or his designee, for any medical situations where the member would not be able to return to work within the allotted leave granted.

ARTICLE XIII - VACATION CARRY-FORWARD

When a Member is unable to take all of the vacation time permitted under the conditions of this Agreement due to illness, disability, military service or the need to work due to any emergency situation, the vacation time not used may be carried forward to the following year. Such vacation carryover shall be limited to a maximum of one hundred and twenty (120) hours per year.

ARTICLE XIV - UNIFORMS, SUPPLIES AND EQUIPMENT

SECTION 1

The Township shall pay for the dry cleaning, maintenance and alteration of all uniforms to maximize utilization of equipment and uniforms. The Township shall provide an annual clothing allowance up to \$1,000 for officers that have completed their probationary period. The clothing allowance shall be administered on the Township purchase order system. The Chief of Police or his designee shall reserve the right to inspect unserviceable equipment to justify the replacement of requested items.

Ballistic vests shall be replaced at the specification of the manufacturer, or upon sustaining damage that would affect the protective value of the vest.

Service ammunition shall be replaced twice per year at the expense of the Township as per state regulation.

The Township shall provide each newly hired police officer with the following new equipment: (1) winter jacket, (2) Class A uniforms including (2) long sleeve & (2) short sleeve shirts, (1) Class B uniform, (1) ballistic vest, and (2) sets of footwear, (1) shoe & (1) boot.

All sworn officers shall also be provided with duty weapon(s), leather, and other items of equipment that has been determined by the Chief of Police to be standard issue

An officer assigned as an investigator or to any other non-uniformed position shall be permitted to purchase clothing and equipment suitable for that assignment in lieu of the standard issue uniform. Said officer shall be reimbursed for those purchases after submitting receipts. The amount of reimbursement shall not exceed the \$1,000 maximum allotted for uniformed officers.

SECTION 2

To ensure that the uniforms are consistent, the Chief of Police will determine the style and/or design of each item as well as select appropriate vendors based on competitive quotations. A list of approved vendors will be supplied before

January 15th of each year by the Chief of Police. List will be distributed to Members of the Association and to the Township Treasurer.

SECTION 3

Orders for clothing and equipment may be placed as needed throughout the year. Members should not commit to purchases prior to receiving authorization from the Chief of Police or his designee. Once the specifics of the purchase are determined and approved, a request shall be made for the Treasurer to prepare a purchase order.

SECTION 4

Safety shields and a shotgun with safety locks shall be installed in each patrol vehicle. The shield shall be made of high impact clear plastic so that no article may be passed or thrown from the rear seat to the front seat.

ARTICLE XV - CONTINUING EDUCATION

SECTION 1 – TUITION REIMBURSEMENT

Officers shall be entitled to tuition reimbursement for classes taken at an accredited college. Classes must be related to, or required for a degree in Law Enforcement, Public Safety or Public Administration to be eligible. Officers must obtain a “C” average or better, or a “pass” for a “pass/fail” course, to be eligible. Tuition reimbursement is limited to up to \$2,000 per year, per officer.

Members shall submit tuition requests in writing to the Chief of Police. The Chief shall forward approved requests to the Treasurer’s office for payment.

If an officer’s employment with the Township is discontinued, whether by resignation, retirement or dismissal, all tuition reimbursement for courses which may be on-going or have been completed within the 24 month period prior to leaving shall be reimbursed by the employee to the Township.

SECTION 2 – EMT INCENTIVE

Officers who are certified by the State of New Jersey as Emergency Medical Technicians shall receive \$200.00 per year. An officer must present proof of his certification to the Chief of Police to be eligible for the stipend.

Chief of Police shall provide a list of certified EMT's to the Treasurer's office by May 1st. EMT's to be paid the first pay period in June.

ARTICLE XVI - MEDICAL INSURANCE BENEFITS

Section 1

The Township shall provide medical insurance benefit payment for each PBA member and his or her immediate eligible dependent family members. Township shall reserve the right for proof of "Immediate Eligibility" before coverage is authorized.

Each association member is eligible to select prescription and health insurance benefits from any of the plans offered by the New Jersey State Health Benefits Plan or any other plan that may be offered as an alternate plan. In offering an alternate plan, there shall no decrease in benefits and each member will be eligible for any improvement or upgrades that are offered to other Township employees at no additional cost to the member. If there is an anticipated change of any medical plan(s) or carriers, the PBA shall be given advance notice of at least 60 days by the Township.

All final benefit coverage(s) must be reviewed and approved by the Township Committee upon recommendation of the Chief Financial Officer.

Section 2 – Mandatory Medical Examinations

Each member of the PBA is required to have a complete mandatory medical examination once every other year. It will be the responsibility of the PBA member to schedule their own medical exam through his/her medical insurance provider and submit the bill to their insurance provider first, for payment. Any

expenses resulting from the medical examination not covered by their insurance provider may be submitted to the township for reimbursement.

- The township will require all PBA members to provide proof that all required medical examinations are performed and documented to the Chief of Police. Township will require each PBA member to further submit physician's proof that their mandatory examinations were completed and passed to be able to perform adequate police duties as deemed by the Chief of Police or his designee.
- As the result of any medical examination, if a doctor requires a written need for a stress test, the township will bear the cost.
- Medical examinations requested by a PBA member during the years that they are not mandatory, will be covered on a limited basis. Limited basis implies written request from physician or a newly documented medical issue is identified during the non-mandatory year. Expenses for these additional medical exams must be submitted to their insurance provider first, for payment. Any expenses resulting from the medical examination not covered by their insurance provider may be submitted to the township for consideration for reimbursement.
- Medical examinations are critical health and safety components of each and every PBA member. Likewise, the results of these examinations are equally important and any/all negative results from the medical examinations are required to be communicated to the Chief of Police and/or his Designee, by the PBA member, only if the negative result(s) could hinder the performance of his or her duties, or potentially risk other members on the force.

Section 3 – Communicable Diseases

Any PBA member who shall suffer from any blood borne communicable disease, e.g. Hepatitis B, AIDS, etc. shall be treated initially with the assumption, but not the final conclusion, that the disease was contracted during the performance of his/her duties as a township police officer. It will be the responsibility of the PBA member to validate the claim of contamination while on duty through an incident report or other non-prejudicial report.

Inoculations for above noted diseases, proven to be contracted during the performance of officer official duties as an officer, will be covered by the township at no expense to the PBA member.

Section 4 – Retirement Benefits

Retirement benefits will be provided under the following conditions:

Coverage is for retired employees and spouse only. Benefits include prescriptions for employee and spouse only. Dependent children are not included in these benefits. Township will pay the cost of premiums for health insurance, including prescription coverage, for retirees at the rate equivalent to the current premium the township is offering at the time of retirement.

Eligibility: Must have twenty-five (25) years credit in the PFRS Police and Firemen's Retirement System which includes a minimum of twenty (20) years' service with the township of Harrison, or retire on an ordinary or accidental disability.

If retiree or spouse becomes employed and is eligible for, and accepts, health benefits with dependent coverage that is equal to or better than those offered by the township at no cost to the retiree or spouse, it will be the responsibility of the retiree or spouse to contact the township to cancel their current retirement health benefits from the township.

In the event of the death of a retiree, the surviving spouse is entitled to receive health benefits under the conditions outlined, unless the surviving spouse remarries and becomes eligible to receive benefits through his/her new spouse. It shall be the responsibility of the surviving spouse to contact the township to cancel their current retirement health benefits from the township.

In the event that the township opts to change retirement health benefit coverage, the retiree who retires after January 1, 2018 and his or her spouse, is entitled to benefits, including doctor and hospital co-payments, which are equal to those offered by the Township to active duty officers

ARTICLE XVII – DENTAL AND EYE CARE

Each member of the PBA shall be reimbursed up to \$1,050.00 per year for treatment to immediate dependent family member(s) as an allowance for dental and eye care “rendered services”, or supplemental coverage of any type.

Township will reimburse members up to a maximum of \$500.00 per dependent child for orthodontic treatment, but not to exceed a maximum of \$1,000.00 per family. Reimbursements will be paid upon presentation of paid receipts to the Township Finance Department. If during the new contract period a new plan is offered and accepted which offers dental and eye coverage, then the provision of monetary reimbursement shall become null and void at the end of the calendar year in which the new plan will take affect and accepted.

ARTICLE XVIII - CALL IN AND SCHEDULE CHANGE

SECTION 1 – CALL IN

When an officer is recalled to duty on a scheduled day off, or prior to or after a regularly scheduled shift, that officer will be guaranteed a minimum of three (3) hours pay at one and one half (1.5) times the straight pay.

Guaranteed three (3) hour minimum only applies when an officer is recalled to duty. Officers required to extend their regularly scheduled shift shall be paid at (1.5) times the straight pay for additional hours worked. Applicable overtime will be computed in (½) hour increments.

To better facilitate communications, the Chief of Police may schedule Department or Supervisor Staff meetings as needed. Members will be guaranteed two (2) hours pay at straight time for meetings of (2) hours or less. Should a meeting extend past two (2) hours, additional time must be paid at (1.5) times the hourly rate.

SECTION 2 – SCHEDULE CHANGE

Schedules for Patrol Platoons and Shifts to take effect on the first full pay period of the calendar year, must be posted by December 15.

In accordance with Article II – Management Rights, and New Jersey Statute 40A:14-118, it is recognized by all parties that the Chief of Police is directly responsible for the efficiency and routine day to day operations of the police department. Therefore, it is understood that duty assignments and shift schedules may be adjusted by the Chief of Police at any time.

Effective January 1, 2014, three (3) hours allowance pay at the regular hourly rate shall be paid in the event of five (5) days or less notice of schedule change.

ARTICLE XIX - COMPENSATORY TIME

SECTION 1

An officer shall have the right to choose to receive compensatory time hours in lieu of overtime payment, at a rate of one and one half (1.5) hours for each hour of overtime worked. The Chief of Police or his designee shall keep a record of each officer's compensatory time bank. An officer who utilizes compensatory time is subject to recall, and if that officer is unable to recall, the officer's compensatory time will be cancelled and the officer will be charged vacation or personal time. Officers shall not accrue a bank of more than sixty (60) hours of compensatory time before they shall be compelled to use an amount of time that takes them under the maximum bank of sixty (60) hours. Officers shall not use compensatory time in amounts that exceed their available personal or vacation time. Compensatory time may not knowingly be taken if it results in the need for overtime pay for shift coverage. Compensatory time can be taken in increments of thirty (30) minutes.

ARTICLE XX - TWELVE (12) HOUR WORK SCHEDULE

The twelve (12) hour shift schedule is attached hereto as part of this Agreement, labeled "Appendix B". "Appendix B" is an example of the layout of the schedule.

The twelve (12) hour shift schedule shall only apply to officers assigned to Patrol Platoons.

Officers assigned to Patrol positions working a 12 hour shift, shall work a two week rotating schedule, in which the officers shall rotate between day and night work every two weeks. For example, Sergeants and Patrol officers will work the day shift for two weeks, and then work the night shift for the next two weeks, pursuant to the established Pitman schedule. An annual work schedule shall be issued as Appendix "B" reflecting this two week rotating schedule.

It shall be understood that the School Resource Officer (SRO) and Investigator(s) are considered assignments, and officers who fill those roles do so solely at the discretion of the Chief of Police. Officers assigned to those positions shall work eighty four (84) hours per pay period to conform to the rest of the bargaining unit.

The Detective, a position of promotion, shall work a 42 hour per week schedule as set by the Chief of Police.

ARTICLE XXI - REQUIREMENT OF WRITTEN MODIFICATION

This agreement may not be changed or altered in any way during the contract period without the written consent of both parties hereto.

ARTICLE XXII - RETROACTIVITY

Unless otherwise specified, all the terms and conditions of this Agreement are retroactive to January 1, 2018.

ARTICLE XXIII - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the Association have heretofore enjoyed as of January 1, 2018, and are presently enjoying, shall be maintained and contained by the Township during the term of this Agreement at not less than the highest standards in effect.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXIV - LEGAL AID

The Township will provide legal aid to all members of the Association pursuant to the applicable statutes of the State of New Jersey. Defense will be provided in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties. Officers shall have the right to select the attorney of their choice, to be paid at the Township's established hourly rate, provided the attorney is approved by the JIF.

ARTICLE XXV - DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the PBA because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce police officers in the membership.

Neither the Township nor the PBA shall discriminate against any police officer because of race, creed, color, age, sex or national origin.

ARTICLE XXVI - SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XXVII - MEMBERSHIP DUES

SECTION 1

The Township shall deduct dues from the wages of all personnel covered by this agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly paycheck and deliver to the Association on the first of each month the previous month's dues collection.

SECTION 2

The Association shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation in Section 1.

SECTION 3

For those officers who do not become members of the Association, the Township will implement a fair share representation fee equal to 85% of the union's dues, initiation fees and assessments, which shall be withheld in accordance with the law and transmitted to the Association.

SECTION 4

The Association shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fees.

ARTICLE XXVIII - ASSOCIATION BUSINESS

SECTION 1

The Township shall grant time off without loss of pay to the Association State Delegate or designee to attend monthly state meetings.

SECTION 2

The Association President and one (1) designee shall be granted time off without loss of pay to attend meetings at mutually agreed times with the Employer's representatives and shall be granted similar time off to conduct Association business. The Township shall not deny a reasonable request of the Association President for such time off. The Association recognizes the right of the Township to recall the officers to duty in case of emergency.

SECTION 3 – CONVENTIONS

The Township agrees to grant no less than two (2) members and no more than 10% of the Associations membership the necessary time off without loss of pay to attend any State or National convention of the New Jersey State PBA, pursuant to NJSA 40A:14-177.

ARTICLE XXIX - NEGOTIATIONS PROCEDURE

SECTION 1

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of members of the Township Police Department and The Association included in Article I. Such negotiations shall begin no later than September 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in said Article I, to be reduced to writing, and to be signed by authorized representatives of the Township of Harrison and the members of the PBA.

The Township agrees that there shall be no changes in the terms and conditions of employment during the term of this agreement, except through negotiations between the parties.

SECTION 2

The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during scheduled hours without loss of pay. The parties recognize the right of the Township to recall the officers to duty in case of emergency.

ARTICLE XXX - DURATION

SECTION 1

This agreement shall become effective January 1, 2018 and shall terminate on December 31, 2021. If either party desires to change or annul this Agreement, it shall notify the other party in writing at least 120 days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

SECTION 2

The terms set forth in the current Agreement shall remain in effect after December 31, 2021 and during such time that the Agreement for 2022 is being negotiated.

ARTICLE XXXI - EXTRA DUTY WORK

Members (in good standing) will have an equal opportunity to participate in Extra Duty Work.

Outside employers and participating members must conform to all procedures and requirements detailed in Harrison Township Ordinance #25-2013.

SALARY SCHEDULES

Chief of Police must submit a schedule of dates for rate changes to Finance Office NLT December 1st for upcoming year.

Chief may recommend increase be withheld or delayed based on performance.

SALARY GUIDE APPENDIX

It is understood and agreed to by both parties that the reference in the salary guide to five (5), ten (10), or fifteen (15) years of service refers to the length of time employed by the Township, not time served in the stated rank. It is further understood and agreed to by both parties that moving up in salary from one (1) stated length of service time to another takes place AFTER COMPLETION of the five (5), ten (10) or fifteen (15) years of service. The move to a new salary level will begin the pay period immediately following the members anniversary date.

Both parties agree that for the duration of this contract the new "Salary Guide" will include a salary of \$27,500 for "Recruits" while attending a police academy.

Both parties agree that upon graduation from the academy, Patrolman will move to a salary level entitled "Probationary Period" for (1) one year.

Upon successful completion of the (1) one year probationary period, and with the recommendation of the Chief of Police, officers will move to the Patrolman Seventh Class salary level.

SEE ATTACHED APPENDIX "A" - SALARY SCHEDULE 1-1-2018 THRU 12-31-2021

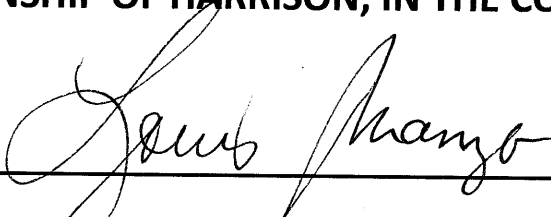
SEE ATTACHED APPENDIX "B" - PATROL (12) HOUR SHIFT SCHEDULE


**Harrison Township Police
2017-2021 Salary Schedule**

Year	2017	2018	2019	2020	2021
Percentage Increase		0%	2%	4%	4%
Patrolman					
Recruit	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00
Probationary	\$ 44,993.72	\$ 44,993.72	\$ 45,893.59	\$ 47,729.34	\$ 49,638.51
Seventh Class	\$ 55,479.09	\$ 55,479.09	\$ 56,588.67	\$ 58,852.22	\$ 61,206.30
Sixth Class	\$ 63,714.35	\$ 63,714.35	\$ 64,988.64	\$ 67,588.18	\$ 70,291.21
Fifth Class	\$ 75,185.22	\$ 75,185.22	\$ 76,688.92	\$ 79,756.48	\$ 82,946.74
Fourth Class	\$ 80,031.46	\$ 80,031.46	\$ 81,632.09	\$ 84,897.37	\$ 88,293.27
Third Class	\$ 85,238.37	\$ 85,238.37	\$ 86,943.14	\$ 90,420.86	\$ 94,037.70
Second Class	\$ 89,387.78	\$ 89,387.78	\$ 91,125.54	\$ 94,822.56	\$ 98,615.46
First Class	\$ 93,689.52	\$ 93,689.52	\$ 95,563.31	\$ 99,385.84	\$ 103,361.27
10 Years Twp. Service	\$ 94,603.57	\$ 94,603.57	\$ 96,495.64	\$ 100,355.46	\$ 104,369.67
15 Years Twp. Service	\$ 95,517.62	\$ 95,517.62	\$ 97,427.97	\$ 101,325.09	\$ 105,378.08
Detective	\$ 96,310.83	\$ 96,310.83	\$ 98,237.05	\$ 102,166.52	\$ 106,253.18
Sergeant	\$ 97,104.05	\$ 97,104.05	\$ 99,046.13	\$ 103,007.97	\$ 107,128.28
5 Years Twp. Service	\$ 99,515.60	\$ 99,515.60	\$ 101,505.91	\$ 105,566.14	\$ 109,788.78
10 Years Twp. Service	\$ 100,480.21	\$ 100,480.21	\$ 102,489.81	\$ 106,589.40	\$ 110,852.97
15 Years Twp. Service	\$ 101,444.83	\$ 101,444.83	\$ 103,473.72	\$ 107,612.66	\$ 111,917.16

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

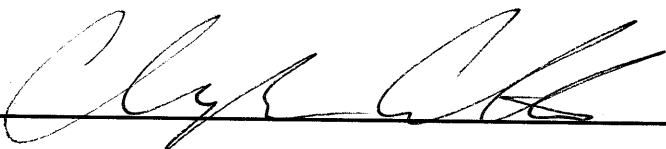
TOWNSHIP OF HARRISON, IN THE COUNTY OF GLOUCESTER

BY:  11/9/17
MAYOR LOUIS MANZO DATE

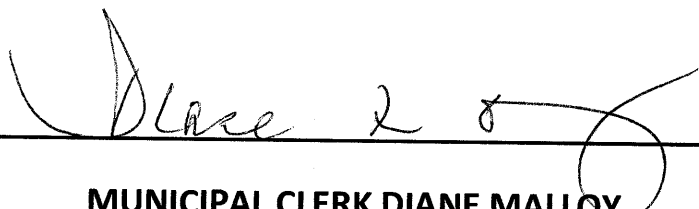
BY:  11/6/17
TOWNSHIP ADMINISTRATOR MARK GRAVINESE DATE

HARRISON TOWNSHIP PBA LOCAL #178

BY:  11/6/17
PBA PRESIDENT MICHAEL FLANNERY DATE

BY:  11-6-17
STATE DELEGATE CHRISTOPHER CARTELLA DATE

WITNESS

BY: 
MUNICIPAL CLERK DIANE MALLOY