

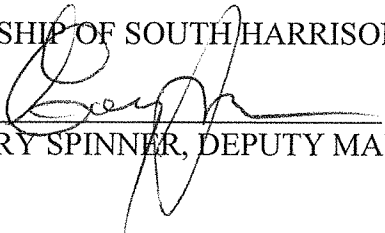
**RESOLUTION OF THE TOWNSHIP OF SOUTH
HARRISON AUTHORIZING AND RATIFYING
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Township and the South Harrison Township Police Association have negotiated a Collective Bargaining Agreement governing the terms, conditions, and benefits of certain represented police employees; and

WHEREAS, the aforesaid Agreement was the result of good faith Collective Bargaining negotiations with the Police Association represented by Gloucester County PBA Local #122;


NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of South Harrison, that the Contract attached hereto is hereby authorized and ratified for endorsement by the Mayor and Township Clerk.

TOWNSHIP OF SOUTH HARRISON

BY: 
GARY SPINNER, DEPUTY MAYOR

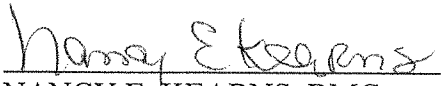
Dated: May 9, 2012

ATTEST:


NANCY E. KEARNS, RMC
TOWNSHIP CLERK

CERTIFICATION

The foregoing Resolution was duly adopted by the Township Committee of the Township of South Harrison at the Regular Meeting held on the 9th day of May, 2012.


NANCY E. KEARNS, RMC,
TOWNSHIP CLERK

COLLECTIVE BARGAINING AGREEMENT
Between

South Harrison Township Police Association,
(POLICEMAN'S BENEVOLENT ASSOCIATION OF NEW
JERSEY, GLOUCESTER COUNTY, Local No. 122)

And

Township Of South Harrison
Gloucester County, New Jersey

Term of Agreement:
January 1, 2012 – December 31, 2014
South Harrison Township Police Association Contract

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, is made by and between the Township of South Harrison, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township" or "Employer") and the South Harrison Township Police Association/Policeman's Benevolent Association, Local No. 122 (hereinafter referred as the "Association" or "Employee") as the exclusive collective negotiations representative for the negotiating unit consisting of all permanent regular police officers of the South Harrison Township Police Department, excluding, however, the Chief of Police; Special Police Officers;, Part Time Police Officers; supervisors as defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34: 13A-1, et seq. (the "Act"); and non-police personnel.

NOW, THEREFORE, in consideration of the following mutual covenants, **IT IS AGREED TO** as follows:

ARTICLE I RECOGNITION

SECTION A: The Township recognizes the Association as the sole and exclusive collective negotiations representative of all permanent police officers of the Township Police Department at the rank of Sergeant to full time "first year" Probationary Police Officers , excluding, however, the Chief of Police; Special Police Officers; Part Time Police Officers; Supervisors as defined in the Act; and non-police personnel with respect to wages, terms and conditions of employment as set forth in the Act. Unless otherwise indicated, the term (Police Officer) "Employee" or "Employees" when used in this Agreement refers to all persons represented in the above defined negotiating unit.

ARTICLE II MANAGEMENT RIGHTS

SECTION A: The Township hereby retains and reserves unto itself, without limitation of any kind whatsoever, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including without limitation due to enumeration, the right:

1. to exercise executive management and administrative control of the Township, its Police Department and its properties and facilities and to direct the activities of its employees;
2. to hire all employees and, subject to legal requirements, to determine their legal qualifications and the conditions for their continued employment or their fines, suspensions, dismissals or demotions; and to assign, promote and transfer all employees and applicants for employment;
3. to suspend, demote, discharge, or take any other disciplinary action against its employees;
4. to relieve employees from duties because of a lack of work or any other reason;
5. to maintain the efficiency of the operations of the Township;
6. to determine the method, means, and personnel by which such operations are to be conducted;
7. to take any other lawful action with respect to its employees;
8. to determine the size of the workforce, and to implement layoff actions;
9. to establish, modify or change work schedules, subject to the Overtime article of this contract.
10. The title "Chief of Police", where used in this agreement, shall refer to the position, regardless of actual rank, grade or title of the office holder (i.e.: Officer in Charge, Public Safety officer, etc.).

SECTION B: The exercise of the foregoing powers, rights, authority, and duties and responsibilities by the Township, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of

this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

SECTION C: Nothing contained herein shall be considered to deny or restrict the Township in its rights, responsibilities and authority under the laws of the State of New Jersey or any other source of laws, national, state, county, local, or any rules and regulations thereof.

SECTION D: Nothing in this agreement which changes pre-existing Employer policy, rules, or regulations pertaining to negotiable terms and conditions of employment shall operate retroactively unless expressly so stated. The parties agree that the police officers shall continue to serve under the directions of the Chief of Police, the Public Safety Committee, and the Township Committee and in accordance with Township and administrative policies, rules, and regulations provided that the provisions of this Agreement pertaining to negotiable terms and conditions of employment shall supersede and prevail over any conflicting provisions.

SECTION E: It is understood by the parties that under the rulings of the courts of the State of New Jersey, the Township cannot waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate or mean that the Township has waived rights which are expressly required to be retained by it.

SECTION F: There is in existence a set of Rules and Regulations for the operation of the Township Police Department which were adopted by resolution of the Township Committee and amended from time-to-time. Those Rules and Regulations shall continue in full force and effect except as expressly modified by the terms of this Agreement.

SECTION G: Any alleged past practice not identified and included in this collective negotiations agreement is null and void.

ARTICLE III DUES DEDUCTION

SECTION A: Payroll deduction for dues to the Association for full-time non- probationary employees covered by this Agreement shall be made by the Township upon submission by the Association of notification from said employees authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues to the Association at regular intervals. Employees shall have the authority to withdraw authorization for dues deduction in accordance with the laws of the State of New Jersey. Any such written authorization to deduct dues may be withdrawn at any time and shall be effective immediately following the date of the withdrawal notice shall be effective to halt deductions as of the January 1 or July 1 immediately following the date of the withdrawal notice, whichever date occurs first.

SECTION B: The Association will provide necessary "Check-Off Authorization" forms and will secure the signatures of its members on such forms and deliver copies of the signed forms to the Township Clerk prior to any dues deduction being made.

SECTION C: The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, and suits or other forms of possible liability that might arise out of or by reason of action taken by the Township in reliance upon the Association in supplying to it information concerning the names of the employees, the amount of dues to be deducted, or any liability arising out of the use of dues after they are transmitted to the PBA.

SECTION D: Any changes in the amount of dues to be deducted during the course of this Agreement shall only be accepted by the Township when received on the letterhead of the Association and signed by the President of the Association. Said letter must specifically set forth the amount of dues to be deducted. It is expected that deductions will be made as of the pay day following 30 days after receipt of said notice.

SECTION E: The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit said fees to the Association after written notice as to the amount of the fair share assessment is furnished to the Township by the Association in accordance with all of the preceding sections, including indemnification, and the laws of the State of New Jersey. The Association assumes the responsibility for acquainting the members of the negotiating unit of the implications of a representation fee. The Association also agrees to certify annually to the Township that it maintains a "demand and return" system as required by law.

ARTICLE IV GRIEVANCE PROCEDURE

1. The term "grievance" as used in this Article shall mean a dispute by a member of the negotiating unit with the Employer with respect to terms and conditions of employment covered by this Agreement, including the meaning or interpretation of any of its terms. Not included within the meaning of this Article are any disputes arising
 - a) for which a mandatory method of review is prescribed by law, or;
 - b) which according to law is either beyond the scope of authority of the Township or limited to unilateral action by the Township alone, or;
 - c) by reason of any negotiating unit employee not being employed or re-employed.

The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by the mutual consent of the parties in writing:

STEP ONE. The aggrieved member or members of the negotiating unit and/or a representative of P.B.A. Local No. 122 must present the grievance, in writing, within 10 calendar days of the occurrence of the event or events upon which the claim is based to the Chief of Police. Failure to file the grievance within the 10 calendar days shall be deemed an abandonment or waiver of the grievance. The grievant(s) (and if so desired and available, a representative of the P.B.A. Local No. 122) shall meet with the Chief of Police within ten (10) calendar days of the filing of the grievance to informally discuss the grievance. The Chief of Police shall render his written decision within ten (10) calendar days after such discussion. Failure by the Chief of Police to render a written decision within ten (10) calendar days shall permit the grievant(s) and/or P.B.A. Local No. 122 to move to Step Two.

- i. The written grievance shall state:
- ii. the specific nature of the grievance and the contract section or clause involved;
- iii. the results of previous discussions, if any;
- iv. the date and time of the submission of the grievance;
- v. the relief sought.

STEP TWO. In the event the grievance is not resolved at Step One, the grievant(s) and/or P.B.A. Local 122 shall, in a signed writing, file the grievance, including all previous documents, with the Police Chief and the Township Personnel Committee within ten (10) calendar days following the conclusion of the procedures contained in Step One.

The Township Personnel Committee shall meet with the grievant(s) (and if so desired and available, a representative of P.B.A. Local No. 122) within 10 days of the filing of the grievance to discuss same. The Township Personnel Committee shall render a written decision within 15 days from the date of the aforesaid meeting. If no written decision is rendered by the Township Personnel Committee or its designee, the grievance is deemed to be denied and the grievance may progress to Step Three.

STEP THREE. In the event the grievance is not resolved at Step Two, P.B.A. Local No. 122 shall, in a signed writing, file the grievance, including all previous documents, with the Township Committee or its designee within 15 business days following the conclusion of the procedures contained in Step Two. The Township Committee or its designee shall meet with a representative of P.B.A. Local No. 122 within 15 business days of the filing of the grievance. The Township Committee or its designee, may, in writing, render a decision within 15 business days or if no written decision is rendered by the Township Committee or its designee within 15 business days of the meeting, the grievance is deemed to be denied and the grievance may progress to Step Four.

STEP FOUR. In the event that the grievance has not been resolved in any of the steps set forth above, the matter may be referred to arbitration. The party demanding arbitration shall by petition seek the arbitration services of the Public Employment Relations Commission of the State of New Jersey within 10 days following the conclusion of Step Three and arbitration of the dispute will be had in accordance with rules and regulations of that agency. The arbitrator shall have no power to alter or amend, add to or subtract from the terms of this Agreement. The decision of the appointed arbitrator shall be final and binding upon the parties each of which shall bear its own expenses for the presentation of its case. The cost of the arbitrator shall be borne equally by the parties. Only a single grievance may be submitted to arbitration at any one time unless the parties agree otherwise. Such agreement shall not be unreasonably withheld

2. The time limits set forth above may be extended by the mutual consent of the parties, in writing, and such mutual consent shall not unreasonably be withheld.
3. A representative of the P.B.A. Local No. 122 shall have the right to be present at all steps of the grievance process.

ARTICLE V SICK LEAVE

SECTION A: Employees shall be granted up to 80 hours of paid sick leave per year, when unable to work scheduled hours due to illness or injury. Any amount of sick leave not used in any calendar year shall be accumulated from year to year but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to, retirement, resignation, or discharge for any reason, and death, subject only to Section F, below.

SECTION B: New employees hired during the calendar year shall receive first year sick hours of:

- a. Hired January 1 through June 30 — 80 hours, accumulative
- b. Hired July 1 through December 31 — 40 hours, accumulative

SECTION C: The Township may require an employee who has been absent in excess of three (3) consecutive work days by reason of illness or injury to submit to a job-related medical examination, conducted by a physician selected by the Township, limited to determining whether the employee can perform the essential functions of the job, with or without reasonable accommodation, without causing a direct threat of harm to himself or others.

SECTION D: In any case where the Township believes that an employee has misused sick leave, the Township may require medical proof of illness of the employee and may require the employee to submit to examination by a Township designated physician.

SECTION E: If a police officer who is a member of the negotiating unit covered by this Agreement is not absent due to any illness for which he/she would be entitled to the use of sick leave for six consecutive calendar months, he/she will be entitled to have one (1) day off with pay as an extra personal day. The scheduling of all such time off with pay must be approved by the Chief of Police. An officer shall be able to earn only one extra personal day per calendar year, for a maximum of three personal days per calendar year.

SECTION F: All current “Employees” who retire from the South Harrison Township Police Department, in good standing, under the provisions of a New Jersey Pension System may sell back twenty-five percent (25%) of the Police Officer’s accrued unused sick hours at the Officer’s then current salary up to a maximum payment of seven thousand five hundred dollars (\$7,500.00), subject to conformance with applicable law. Any covered Employee/Police Officer hired after January 1, 2012, who resigns, is terminated, or who otherwise leaves the Police Department for any reason (other than under Pension) shall not be entitled to sick time sell-back.

ARTICLE VI PERSONAL LEAVE

SECTION A: The Chief of Police shall approve two (2) days with pay (non-accumulative) for personal, legal business, household or family matters which require the employee to be absent during a scheduled shift. The employee shall not be required to state the reason for taking such leave other than that he/she is taking it in accordance with this Article.

SECTION B: Leave in accordance with this Article shall not be granted if it is requested for a holiday.

SECTION C: Except in emergencies, all requests for leave shall be submitted in writing to the Chief of Police at least one (1) full work week prior to taking the leave.

ARTICLE VII VACATION

SECTION A: Earned Vacations. All full-time employees covered by this Agreement shall be entitled to vacation as hereinafter listed:

- a. Twelve (12) months to sixty (60) months inclusive of Township service:
 1. Eighty (80) working hours.
- b. Sixty (60) months and one (1) day to one hundred twenty (120) months inclusive of Township service:
 1. One hundred twenty (120) working hours.
- c. One hundred twenty (120) months and (1) day of Township service to one hundred eighty (180) months inclusive of Township service:
 1. One hundred thirty six (136) working hours.
- d. One hundred eighty (180) months and (1) day of Township service and thereafter:
 1. One hundred sixty (160) working hours.

SECTION B: Service shall be consecutive full-time. Vacation hours cannot be carried over one calendar year to the next without prior Township Committee approval. New employees shall complete a full 12 months service before vacations can be taken but after that may take vacation anytime during the calendar year (January-December) subject to the needs of the Township.

SECTION C: All vacations must be approved by the Chief of Police.

ARTICLE VIII WAGES

SECTION A: The schedule of wages for the police officers covered by this Agreement is set forth in Attachment A1 (Officers hired prior to 1/1/12) and Attachment A2 (Officers hired after 1/1/12)

SECTION B: The above are minimum wages for the above categories. The Township Committee has the discretionary right to hire any police officer at a starting salary at any level but in no event will exceed the highest wage of a Patrol Officer 1st Class.

SECTION C: The negotiated increases for the term of this contract shall be:

- effective January 1, 2012; 1.5%
- effective January 1, 2013; 2.0%
- effective January 1, 2014: 2.0%

Section D: After the application of the negotiated increases, the annual salaries at each step of the guide and for the Corporal and Sergeant shall be adjusted upward so that the annual salaries for each step of the guide and for the Corporal and Sergeant shall be evenly divisible by 26 pay periods.

Section E: Covered employees, hired after January 1, 2012, leaving employment with South Harrison Township in a new contract year, prior to settlement of contract, for any reason other than retirement, shall not be entitled to retroactive application of contract agreements.

ARTICLE IX EDUCATION RECOGNITION

SECTION A: Following submission of documentation by an eligible officer receiving a degree from an accredited college/university in law enforcement or an associated field, the officer will receive an annual payment for the highest earned degree of:

1. \$200 for an Associates degree;
2. \$400 for a Bachelors degree; and
3. \$600 for a Masters degree.

ARTICLE X OVERTIME

SECTION A: The work week is defined as starting at 12:01 a.m. Monday morning through 12:00 midnight Sunday.

SECTION B: Authorized overtime shall be paid to full-time non-supervisory salaried Patrol Officers under conditions that are defined and authorized by the Chief of Police.

SECTION C: Overtime is defined as hours worked in a day that exceeds an employee's normal regular daily shift (the minimum daily shift for overtime consideration is 8 hours) in a 24-hour period without an 8 hour break.

SECTION D: Overtime shall be calculated at 1½ times the employee's regular hourly rate. Compensatory time in lieu of overtime pay for overtime hours worked may be granted or mandated at the discretion of the Chief of Police. Compensatory time off for overtime hours worked shall be (a) based on a rate of time and one-half, up to a maximum cap of 40 hours accumulated per officer and (b) be determined in accordance with the Fair Labor Standards Act (FLSA) as it applies to public safety employees. Compensatory time may be used with the approval of the Chief of Police, which approval shall not be unreasonably withheld. Compensatory time not to exceed forty hours, and may be carried over into the next year.

SECTION E: The Township may implement work schedules with 10 or 12 hour work days, provided the total number of annual work hours per officer remains unchanged.

ARTICLE XI COURT TIME

SECTION A: Police officers required to appear in court during off-duty hours as a result of actions taken on behalf of the Township in performance of their Township duties shall receive a minimum of three (3) hours overtime pay, at the rate of one and one-half times their regular hourly rate, for each such court appearance.

ARTICLE XII CLOTHING ALLOWANCE

SECTION A: During the course of their employment, part-time and full-time police officers shall be issued, at no charge, one (1) initial and three (3) replacement sets when so determined by the Chief of Police. Employees are responsible for the fitting, repair and maintenance of their uniforms or clothing during off-duty hours.

A "Set" shall consist of:

1. Class A short sleeve shirt
2. Class A long sleeve shirt
3. Class A hat
4. Class A pants
5. Class A hat and hat badge
6. Class A tie and tie tack
7. Class A badge
8. BDU short sleeve
9. BDU long sleeve
10. BDU Pants
11. BDU hat; embroidered turtle neck
12. Boots

SECTION B: Full-time police officers shall receive an annual uniform allowance to cover cleaning and repair of uniforms in the annual amount of:

- a) \$900.00 in 2012;
- b) \$900.00 in 2013; and
- c) \$900.00 in 2014.

Such allowance shall be paid quarterly

SECTION C: Chief of Police reserves the right to compel uniform repairs despite full expenditure of funds before year end.

ARTICLE XIII LONGEVITY PAY

SECTION A: Current covered employees (hired before January 1, 2012) will receive a \$500.00 increase ("Buyout") in 2012 contract year BASE salary. No further payments shall be made. It is specifically agreed and understood by and between the Parties that future Longevity "pay" beyond calendar year 2012 has been

negotiated out of the contract. Salary Grid (Attachment A1) is adjusted to reflect this change. (Adjustment made prior to application of salary increase percentage)

SECTION B: Salary Grid (Attachment A1) shall be further adjusted to reflect a \$500 increase in the BASE salary of the “Corporal” pay grade for the 2012 contract year only. (Adjustment made prior to application of salary increase percentage)

ARTICLE XIV HOLIDAYS

SECTION A: All full-time police officers shall be scheduled to work certain Holidays (as determined by the Chief of Police) in order to provide the appropriate and necessary police coverage for that particular Holiday.

SECTION B: All full-time employees shall receive holidays as listed below:

1. Paid Holidays – Twelve (12)

Except as otherwise indicated holidays that fall on a Saturday shall be designated as the preceding Friday and holidays that fall on a Sunday shall be designated as the following Monday for scheduling and pay purposes, provided, however, that the forgoing clause shall not apply if the Department institutes weekend schedules:

- a) *Employee’s birthday (may be taken on a date of the employee’s choice but shall be reported to the Chief of Police prior to or immediately after taking same - provided, however, that the Employee Birthday cannot be used on any other holidays listed in this Article);
- b) New Year's Day (January)
- c) *Martin Luther King’s Birthday
- d) *President’s Day (3rd Monday in February)
- e) *Good Friday
- f) Memorial Day
- g) 4th of July
- h) Labor Day
- i) *Columbus Day
- j) Thanksgiving Day
- k) *Day after Thanksgiving
- l) Christmas Day

SECTION C: Each eligible employee shall be compensated for eight (8) hours for each of the twelve (12) days as per Section B above. This check shall be by way a separate check from the regular wage payment. For the calendar year in which the employee is hired, he shall only be paid for the holidays occurring subsequent to his/her date of hire.

SECTION D: If an employee actually works the holiday, he/she shall be paid at the rate of time and one-half for all time actually worked on the holiday in addition to his eight (8) hours pay for the day as set forth in Section C above.

- a) For the six (6) holidays designated by a “*” above, if actually worked by an Officer the time and one-half rate for all time actually worked shall be paid as follows, there will be no paid overtime:
 - i. “Time” portion at the Officers current rate as per this contract.
 - ii. “One-half” portion of the actually worked hours on the holiday shall be paid in straight time compensatory time off in lieu of paid overtime.

For example: if an Officer works 8 hours on the designated holiday they will be paid 8 hours straight time and 4 hours compensatory time. If they work 10 hours on a designated holiday they will be paid 10 hours straight time and 5 hours compensatory time, etc. (In addition to the Section C "Holiday Pay")

- b) For the remaining identified holidays in the contract the Officers actually working the Holiday shall have the option of taking paid overtime or compensatory time for working the holiday.
- c) It shall be the Officer's responsibility to properly code his/her timesheet to reflect this Article's payment details.

SECTION E: The employee's birthday holiday is deemed to fall on the day the employee actually takes off for his/her birthday holiday. An employee who chooses to take his/her birthday holiday on a day other than his/her actual birthday will not receive time and one-half pay for working on his/her actual birthday.

ARTICLE XV HEALTH BENEFITS

SECTION A: Any applicant who has successfully completed all phases of the application process and has been extended an offer of employment shall be required pass a physical examination given by a physician selected by the Township. The offer of employment shall be conditioned upon the results of the physical examination.

SECTION B: The Township will continue to provide hospitalization as is currently provided to the employee and family (husband, wife, and minor children) when applicable including eye care coverage. Such plans, attached hereto as Attachment B shall be effective January 1, 2012, and shall be the same plans negotiated and provided to all other employees of the Township in effect as of the effective date of this contract, including the co-payment levels associated therewith. The Township agrees to provide and assume all costs for the present health insurance plan, or its equivalent, for all covered members and their dependents, identified herein, except that, as required by Sections 40, 41 & 42 of P.L.2011, c. 78, the Employee shall contribute to the costs of such health care benefits in such percentages as defined and provided by New Jersey Law under N.J.S.A.52:14-17.28(c). Eligible dependents shall include the Employee's spouse and any children up to the age of twenty-six (26) under the Patient Protection And Affordable Care Act.

SECTION C: In the case of health care plan changes during the life of the contract... There shall be no decrease in the level of benefits provided by such plans even if there is an increase in the "co-payment" amount due from plan members, such increase shall be reimbursed to the members by the Township by way of voucher with proper verification.

SECTION D: The Township Committee, at its discretion, may authorize reimbursement of premiums paid by the employee for his/her own private plan. Such reimbursement shall not exceed the value of the equivalent (single/self and spouse/Family) coverage provided by the Township.

The alternate plan shall be paid for by submitted voucher supported by paid receipts submitted at least quarterly.

SECTION E: Applicants for employment to the Police Department may also be required to submit to tests to determine drug or narcotic substance abuse at the expense of the Township.

ARTICLE XVI PERSONAL VEHICLE USE

SECTION 1: Whenever an employee is required to use his or her own personal vehicle for official police business, he or she shall be reimbursed at then current IRS Rate for Business Miles as published on the IRS

website. Tolls and Parking costs shall be included in this reimbursement. It shall be the covered Employee's responsibility to identify the correct rate at the time costs are incurred, and that it is properly identified on the voucher. Payment shall be in accordance with such reimbursement procedures as may be prescribed in the Township Salary Ordinance.

ARTICLE XVII BEREAVEMENT LEAVE

SECTION A: In case of the death of the police officer's spouse, partner in a Civil Union as defined under the laws of the State of NJ, son, or daughter, the officer shall be granted a seven (7) calendar day bereavement period. The police officer shall receive time off, without loss of pay, for all work days falling within the seven-day period beginning with the date of death, and ending on the seventh (7th) calendar day following the date of death.

SECTION B: In case of the death of the police officer's mother, father, brother, sister or grandchild, the officer shall be granted three (3) days off with pay as bereavement leave.

SECTION C: In case of the death of the police officer's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employee and spouse, uncle, aunt, cousin, niece or nephew, the officer shall be granted the day of funeral or memorial service off without loss of pay.

ARTICLE XVIII PERSONAL PHONE USE

Officers using a personal cell phone compatible with the department issued phone in lieu of being issued Township cell phone, shall be reimbursed, by voucher at the rate of the current Township plan. In the event the Township subscribes to a new plan, all members may be required to join.

ARTICLE XIX NONDISCRIMINATION

There shall be no discrimination, interference, or coercion by the Employer or any of its Agents against the Employees represented by the Association because of membership or activity in the Association. The Association or any of its Agents shall not intimidate or coerce Employees into membership. The Parties shall adhere to all State and Federal Laws prohibiting Employment Discrimination and neither the Employer nor the Association shall discriminate against any Employee because of age, creed, color, national origin, ancestry, marital status, sex, affection or sexual orientation.

ARTICLE XX MAINTENANCE OF WORK OPERATIONS

The law of the State of New Jersey governing public sector work stoppages shall be adhered to.

ARTICLE XXI ENTIRE UNDERSTANDING/REOPENER

SECTION A: 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. The parties may however agree in writing to such negotiations.

Agreement: January 1, 2012 – December 31, 2014
South Harrison Township
PBA Local 122

SECTION B: Notwithstanding Section A above, the Association/PBA Local No. 122 agrees to reopen negotiations at the Township's request to address Health Care Contract changes and/or policies affecting Employees of the Township. The "Re-opening" of Contract negotiations shall not affect this Agreement, unless a signed written Amendment to this Agreement has been signed by the Parties hereto.

ARTICLE XXII 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 or sections not so invalidated shall remain in full force and effect.

ARTICLE XXIII OFFICIAL NOTICES

When required under this Agreement, unless stated otherwise, official notices shall be delivered to the following address:

TO THE MUNICIPAL CLERK
Township of South Harrison
PO Box 113
Harrisonville, NJ 08039

TO THE PBA: Craig Kraemer
Gloucester County PBA Local No. 122
7 South Broadway
Pitman, NJ 08071

ARTICLE XXIV TERM OF AGREEMENT

SECTION A: This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2014. Unless otherwise stated, any increases in pay and/or benefits for the contract year of 2012 will be retroactive to January 1, 2012 as to those employees who were employed by the Township as of December 31, 2011.

SECTION B: Not later than 120 days before the termination of this Agreement, the parties shall commence negotiations for an agreement for a period beyond said date of termination. In the event such negotiations may continue after December 31, 2014, the wages, terms, and conditions of this Agreement will continue in full force and effect until a new Agreement is executed by the parties.

SOUTH HARRISON TOWNSHIP



James McCall Mayor

ATTEST:

By: 

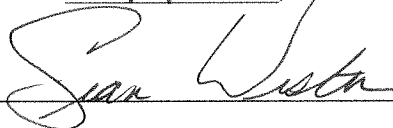
N. E. Kearns, Township Clerk

SOUTH HARRISON TOWNSHIP POLICE ASSOCIATION



Authorized Representative

Dated: 5/11/12, 2012



Authorized Representative

Dated: _____, 2012

WITNESS:

By: 

**POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 122**

WITNESS:

By: 

Negotiator

Dated: 05/10, 2012

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Attachment A1 Salary Grid

Effective January 1, 2012 For hires prior to 1/1/1012

- 1) Values reflect ROUNDUP as per Article VIII Section C
- 2) Values reflect Longevity "buyout" Article XIII, Section A (2012 only)
- 3) Values reflect Increase in Corporal base Article XIII, Section B (2012 only)

Salary Grid for Hires PRIOR TO 1/1/2012				
Pay Periods= 26				
		Y-1	Y-2	Y-3
		1.50%	2.00%	2.00%
	2011	2012	2013	2014
Sergeant	\$66,803.78	\$68,313.44	\$69,679.74	\$71,073.34
Corporal	\$64,609.31	\$66,593.54	\$67,925.52	\$69,284.28
PtIm 1	\$63,640.45	\$65,102.70	\$66,404.78	\$67,733.12
PtIm 2	\$58,943.82	\$60,335.60	\$61,542.52	\$62,773.62
PtIm 3	\$55,099.46	\$56,433.52	\$57,562.44	\$58,713.72
PtIm 4	\$50,971.26	\$52,243.36	\$53,288.30	\$54,354.30
PtIm 5	\$47,334.92	\$48,552.66	\$49,523.76	\$50,514.36
PtIm 6	\$42,187.32	\$43,327.70	\$44,194.28	\$45,078.28
PtIm 7	\$38,880.20	\$39,971.10	\$40,770.60	\$41,586.22

Attachment A2
Salary Grid

Effective January 1, 2012 For hires AFTER 1/1/1012

Salary Grid for Hires AFTER 1/1/2012			
Pay Periods= 26			
	Y-1 2012	Y-2 2013	Y-3 2014
	Starting	2.00%	2.00%
Sergeant = 2012	\$68,313.44	\$69,679.74	\$71,073.34
Corporal = 2012	\$66,593.54	\$67,925.52	\$69,284.28
PtIm 1 = 2012	\$65,102.70	\$66,404.78	\$67,733.12
PtIm 2	\$58,315.92	\$59,482.28	\$60,672.04
PtIm 3	\$48,053.46	\$49,014.68	\$49,995.14
PtIm 4	\$44,453.24	\$45,342.44	\$46,249.32
PtIm 5	\$41,281.76	\$42,107.52	\$42,949.92
PtIm 6	\$36,792.60	\$37,528.66	\$38,279.28
PtIm 7	\$33,908.16	\$34,586.50	\$35,278.36
PtIm 8	\$31,676.06	\$32,309.68	\$32,956.04
Probationary	\$31,350.02	\$31,977.14	\$32,616.74

Agreement: January 1, 2012 – December 31, 2014
South Harrison Township
PBA Local 122

Attachment B
January 1, 2012 Health Plan