

Contract no. 5741

Revised, signed Original

3/22/91

3/26/91

L.U.B.

1991 THROUGH 1993

AGREEMENT BETWEEN THE TOWNSHIP OF HARRISON

AND

THE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 178

FOR

THE MEMBERS OF THE HARRISON TOWNSHIP POLICE DEPARTMENT

A G R E E M E N T

THIS AGREEMENT, made this 4th day
of February, 1991 between the Township of
Harrison, in the County of Gloucester, hereinafter referred to as
"the Township", and the Harrison Township Police Association,
hereinafter referred to as "the Association".

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining for the purpose of developing a contract for the period from January 1, 1991 through December 31, 1993 covering wages, hours and other conditions of employment of members of the Township's Police Department.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other as follows:

ARTICLE 1

RECOGNITION

The Township recognizes the Police Benevolent Association Local #178 as the exclusive representative for all members of the Harrison Township Police Department who are employed as patrolmen or sergeants by the Township, but this is not intended to include the Chief of Police nor any other employees of the Township.

The words "Members of the Association" whenever used herein shall mean patrolmen or sergeants of the Harrison Township Police Department except managerial employees.

ARTICLE II

MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. 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.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION I

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 insure efficiency and to promote Employee morale. A grievance is defined as any argument or dispute between the Township and the PBA involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after

the aggrieved person knew of the event or events 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, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the PBA shall furnish a written statement of grievance to the Chief on a form provided by the Township. The Chief or his designee, and the PBA representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Director of Public Safety, within five (5) working days of their 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 meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and interested persons. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time, he shall within five (5) working days, render a written decision resolving the dispute and serve same upon the respective parties.

If the aggrieved party(s) or the PBA object to the Director's decision, he (they) shall, within five (5) working days of receipt of the Director's written decision, request a hearing with the full Township Committee. Said hearing shall occur within fifteen (15) days of receipt 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 above, the Township Committee shall conduct a hearing present at which shall be interested parties, the Director of Public Safety, the Chief of Police and the PBA representative. The Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved, the Township Committee shall, within ten (10) days, render a written decision resolving said dispute and serve same upon the respective parties.

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

ARBITRATION

SECTION 2

If the aggrieved party(s) or the PBA disagree with or object to the decision of the Township Committee, he (they) shall file for arbitration within twenty (20) working days of receipt of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of

of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. 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 Employment 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 upon 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 and decisions of the Courts of the State of New Jersey and the United States, where applicable.

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

SECTION 3

The time limit specified in the Grievance Procedure shall be construed as maximum, however, these may be extended upon mutual agreement by both parties.

SECTION 4

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

ARTICLE V

SALARIES

Effective January 1, 1991, 1992, and 1993 respectively the salaries for all members recognized as being represented by the Police Benevolent Association shall be set forth in and provided for by the Township Salary Ordinances of 1991, 1992 and 1993 per the Salary Schedule set forth in this Agreement.

SECTION A.

The member's regular hourly rate shall be the annual Salary as given in the Salary Schedule divided by 2080.

SECTION B

The member's straight time hourly rate for the computation of overtime etc. shall be the annual salary plus longevity divided by 2080.

ARTICLE VI

COMPUTATION OF SALARY AND BENEFITS

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

ARTICLE VII

OVERTIME

Effective January 1, 1991, all time worked in excess of the officer's normally scheduled ten (10) hours per day or forty (40) hours per week will be paid at the rate of one and one half (1.5) times the straight time pay as defined in Article V., Section B.

ARTICLE III

VACATION

All members of the Association shall be entitled to the following paid vacation: After the first year of service - one (1) week; after the second year of service and up to the third year of service - two (2) weeks; after three (3) years of service - three (3) weeks; after five (5) years of service - four (4) weeks. One week shall be deemed to be equal to forty (40) hours. For each week of vacation, the member will be paid at the rate of 1/52nd of his annual salary.

ARTICLE IX

HOLIDAYS

SECTION 1

Each member shall be entitled to thirteen (13) paid holidays in each year of this contract. Those members not working the holiday will be paid for eight (8) hours at the base pay rate for each holiday in 1991 and 1992 and for ten (10) hours at the base rate for each holiday in 1993. This holiday pay shall be paid during the first pay period of November of the year in which said holidays shall fall.

SECTION 2

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 holiday as defined in Article V, Section B.

The thirteen (13) paid holidays for 1991, 1992 and 1993 are as follows:

1. New Years Day
2. Washington's Birthday, February 22
3. Good Friday
4. Memorial Day - May 30
5. Independence Day - July 4th
6. Labor Day
7. Thanksgiving Day
8. Christmas Day
9. Lincoln's Birthday, February 12
10. Birthday
11. Day after Thanksgiving
12. Election Day
13. Martin Luther King's Birthday, January 15

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 three (3) hours at one and one half (1.5) times the straight time pay, as defined in Article V, Section B.

ARTICLE XI

SICK LEAVE

All members of the Association shall be entitled to ten (10) days sick leave per year of employment, accumulative to a total of two hundred (200) days. Sick leave shall not be used or charged against any officer in the event such officer 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 performance of his duty for the Township for such period of time as he shall be receiving workman's compensation.

ARTICLE XII

PERSONAL DAYS

SECTION A

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 is for reasons other than an emergency should be requested with as much advanced notice as possible.

SECTION B - LEAVE OF ABSENCE DUE TO DEATH IN THE FAMILY

Members of the Association will be allowed the following time off in case of the death of: Father, Mother, Grandfather, Grandmother, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, from the day of death until the day of burial, inclusive. For grandchild, niece,

ARTICLE XIV

UNIFORMS, SUPPLIES & EQUIPMENT

SECTION A

The Township shall pay for the dry cleaning, maintenance and alterations of all uniforms to maximize utilization of equipment and uniforms. The Township shall provide each newly hired police officer with two (2) winter or summer uniforms, depending on the season, plus two (2) pair of footwear per year (includes shoes or boots), weapons, one bulletproof vest and other associated equipment. At the satisfactory completion of said officer's probationary period, the Township shall provide four hundred dollars (\$400), in the budget per man per year in 1991 and 1992 and four hundred and twenty five dollars (\$425), in the budget per man per year in 1993, for the purpose of purchasing uniforms and associated equipment. Thereafter, when an officer can justify that an article of uniform clothing or related equipment is no longer usable due to damage, the Township shall provide for the replacement of his said article or articles. Service ammunition shall be replaced twice per year at the expense of the Township as per State regulation.

SECTION B

To ensure that the uniforms are uniform, the Chief of Police will determine the style and/or design of each item and select appropriate vendors based on competitive quotations.

SECTION C

Orders for clothing and equipment items should be placed by March 31 of each year. Should the officer still have funds available and a need arises, individual items may be ordered later, but in no case later than September 30th for billing and payment purposes.

SECTION D

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

MEDICAL INSURANCE BENEFITS

SECTION A

The Township shall provide for payment of all Blue Cross and Blue Shield plans of New Jersey 1,420 Group, Rider "J" Major Medical benefits for each Association member and his immediate dependent family. There shall be no decrease in benefits if an alternative health plan is offered and member shall receive any improvements or upgrading of benefits which are given to any other Township employee at no cost to the member. If there should be an anticipated change of the medical plan carrier, the

P.B.A. shall be given advanced notice of said change. Each member of the Association may choose HMO or Healthways Insurance at no additional cost to the member.

SECTION B

Each member of the Association shall be given a complete medical examination every other year, commencing in 1989. All expenses of the examination shall be borne by the Township. Said Examination shall be mandatory.

Results of the medical examination shall be discussed with the Officer in its entirety by the attending physician of Life Care Institute. It shall be the Officers responsibility to notify the Safety Committee of any negative results from the medical examination, only if said results would hinder performance of duty.

Life Care Institute will provide documentation to the Township Public Safety Committee indicating that the prescribed examination was performed.

SECTION C

COMMUNICABLE DISEASES

Any officer who shall suffer from any blood borne communicable disease e.g. Hepatitis B. AIDS etc. shall be treated with the assumption that the disease was contracted in or during the performance of duty. Incident reports may be requested to validate the claim. Inoculations for the above diseases will be made available to any member on a voluntary basis at no expense

to the member. It is recommended by the P.B.A. that inoculations for Hepatitis B be the synthetic type serum.

ARTICLE XVI

DENTAL CARE

Each member of the Association shall be paid a flat sum of SIX HUNDRED DOLLARS (\$600.00) in 1991, SIX HUNDRED AND FIFTY DOLLARS (\$650.00) in 1992 and SEVEN HUNDRED DOLLARS (\$700.00) in 1993 as an allowance for dental care. These payments will be paid during the first pay period in July of each year.

ARTICLE XVII

CALL-IN

SECTION A

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

SCHEDULE CHANGE

SECTION B

Three (3) hours allowance pay at the regular hourly rate (computed at 1/2080th of annual salary) shall be paid in the event of five (5) days or less notice of schedule change.

ARTICLE XVIII

LONGEVITY

Each member of the Association shall be paid longevity upon his Anniversary date as follows in 1991: Completion of 5 years = 2%, completion of 10 years = 3% In 1992 and 1993 the longevity pay will be as follows: completion of 3 years = 1%, completion of 5 years = 2.5%, completion of 10 years = 3.5%, completion of 15 years = 4.5%.

ARTICLE XIX

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 XX

RETROACTIVITY

Unless otherwise specified, all the terms and conditions of this Agreement are retroactive to January 1, 1991.

ARTICLE XXI

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the Association have heretofore enjoyed as of 1 January 1980, and are presently enjoying, shall be maintained and continued 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 XXII

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.

ARTICLE XXIII

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 Police Benevolent Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce police officers or others into membership.

Neither the Township nor the Police Benevolent Association shall discriminate against any police officer or other persons because of race, creed, color, age, sex or national origin.

ARTICLE XXIV

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 XXV

DELEGATES AND CONVENTIONS

SECTION A

Delegates to the State Police Benevolent Association shall be afforded the day off without loss of pay or compensation to attend the scheduled meetings of the State organization. All special meetings ordered by the State organizations are inclusive.

SECTION B

Convention delegates shall be permitted to attend in accordance with any State Court decision.

ARTICLE XXVI

NEGOTIATIONS PROCEDURE

SECTION A

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in 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 not later than September 15 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, be signed by authorized representatives of the Township of

Harrison and the members of the Police Benevolent Association.

SECTION B

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.

ARTICLE XXVII

DURATION

SECTION A

This agreement shall become effective January 1, 1991, and shall terminate on December 31, 1993. If either party desires to change or annul this Agreement, it shall notify the other party in writing at least one hundred twenty (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 B

The terms set forth in this Agreement shall remain in effect after December 31, 1993 and during such time that the Agreement for 1994 is being negotiated.

SALARY SCHEDULE

	<u>1991</u>	<u>1992</u>	<u>1993</u>
Sergeant	\$33,959.57	\$35,997.14	\$38,156.97
Patrolman, First Class	\$33,244.98	\$35,239.67	\$37,354.06
Patrolman, Second Class	\$31,693.87	\$33,595.50	\$35,611.23
Patrolman, Third Class	\$30,141.63	\$31,950.13	\$33,867.14
Patrolman, Fourth Class	\$28,589.39	\$30,304.76	\$32,123.04
Patrolman, Fifth Class	\$27,039.41	\$28,661.78	\$30,381.48

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

HARRISON TOWNSHIP

BY: James S. Moore
James S. Moore, Mayor

ATTEST:

Leona D. Ballinger
Leona D. Ballinger, Clerk

POLICEMAN'S BENEVOLENT ASSOCIATION

REGIONAL LOCAL #178

GLOUCESTER COUNTY

BY: Joseph G. Gass

BY: Richard W. Malenowski

RESOLUTION NO. 17-1991

WHEREAS, the Patrolmen and the Sergeant of the Police Department of Harrison Township have elected to be represented by the Police Benevolent Association as their bargaining agent; and

WHEREAS, the Township and the said Police Benevolent Association have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment; and

WHEREAS, an Agreement has been reached, the terms of which are contained in an Agreement and attached hereto and made a part hereof, said Agreement being subject to ratification by both parties thereto; and

WHEREAS, the Police Benevolent Association has ratified said Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Committee of the Township of Harrison do hereby ratify and approve said Agreement.

BE IT FURTHER RESOLVED that the Mayor and Clerk of the Township of Harrison be and hereby are authorized and directed to execute said Agreement.

ADOPTED at a meeting of the Harrison Township Committee held on *February 4, 1991.*

TOWNSHIP OF HARRISON, IN THE
COUNTY OF GLOUCESTER

James S. Moore

(James S. Moore) Mayor

ATTEST:

Leona D. Ballinger

(Leona D. Ballinger) Clerk

(Township Seal)