

2561

CONTRACT

between

BOARD OF HEALTH

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

and

HARRISON TOWN EMPLOYEES ASSOCIATION

January 1, 1994 - December 31, 1995

MURRAY, MURRAY & CORRIGAN
25 Sycamore Avenue
Little Silver, New Jersey 07739
(908) 747-2300

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1
II	ASSOCIATION PRIVILEGES	2
III	LEAVE OF ABSENCE	3
IV	DUES CHECK OFF	4
V	MANAGEMENT RIGHTS	5
VI	OVERTIME	6
VII	VACATIONS - HOLIDAYS	7
VIII	PERSONAL LEAVE.	8
IX	INJURY LEAVE	9
X	SICK LEAVE	10
XI	INSURANCE	12
XII	FUNERAL LEAVE	14
XIII	MILITARY LEAVE	15
XIV	SALARIES	16
XV	LONGEVITY	18
XVI	CHANGES, SUPPLEMENTS, OR ALTERATIONS	19
XVII	SAVINGS AND SEPARABILITY CLAUSES	20
XVIII	WORKING HOURS	21
XIX	RECALL.	22
XX	GRIEVANCE AND ARBITRATION PROCEDURE	23
XXI	DURATION OF AGREEMENT	26

ARTICLE I
RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all full-time permanent Town employees, exclusive of the Police and Fire Departments of Harrison, employees of the Board of Health of the Town of Harrison, employees of the Board of Trustees of the Harrison Public Library and also excluding Department Heads and confidential employees of the Town of Harrison for the purposes of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extents so required.

Section 2. Neither the Town nor the Association shall discriminate against any employee on the basis of age, sex, marital status, race, religion, national origin or being a member or non-member in any labor organization.

ARTICLE II

ASSOCIATION PRIVILEGES

Section 1. The President of the Association shall be granted time off to attend state conventions as required by New Jersey law.

ARTICLE III

LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State law.

ARTICLE IV
DUES CHECK-OFF

The Town agrees to deduct Association dues upon receipt of written authorization from the policemen and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Town Employees Association.

ARTICLE V
MANAGEMENT RIGHTS

A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law is imposed upon and lodged with the Town.

B. The Town reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the Laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following: to direct employees of the Town; to hire, assign, promote, transfer and retain employees covered by this Agreement with the Town or to suspend, demote, discharge, or take disciplinary action against employees for just cause, to make work assignments, work and shift schedules including overtime assignments, to maintain the efficiency of the Town operations entrusted to them, and to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE VI

OVERTIME

All full-time permanent employees shall receive overtime pay computed at the rate of time and one-half (1-1/2) whenever said employees are required to work in excess of their regular work week. No overtime shall be paid from zero (0) to nineteen (19) minutes of each hour. Overtime shall be computed after the employee has completed twenty (20) minutes or more beyond his regular work week.

ARTICLE VII

VACATIONS

All full-time permanent employees of the Town of Harrison shall be allowed fully paid vacation days based upon the following vacation schedule and according to the length of time of service as stated on said schedule.

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

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

HOLIDAYS

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

ARTICLE VIII

PERSONAL LEAVE

Effective January 1, 1992, all permanent full-time employees shall be entitled to two (2) personal business days, to be scheduled with the prior approval of the employee's superior.

At least forty-eight (48) hours notice shall be given by the employee to the department head or his/her designee to receive the personal day. Less than forty-eight (48) hours notice may be given upon the discretion of the department head or designee.

ARTICLE IX

INJURY LEAVE

Injury leave shall be granted according to State law.

ARTICLE X

SICK LEAVE

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

A. During the first year of employment, one and one-quarter (1 1/4) workday of sick leave for each completed calendar month of service.

B. After one (1) full year of employment, fifteen (15) workdays of sick leave, in each calendar year.

C. Unused sick leave shall be cumulative without limit as per Civil Service.

D. Effective January 1, 1987, each employee, upon retirement, shall be entitled to time off with pay, or in a cash lump sum at the employee's option, prior to his retirement, of one-half (1/2) of his accumulated sick leave. Effective January 1, 1990, a member retiring and whose Terminal Leave Pay is fifteen thousand (\$15,000) dollars or less shall be entitled to a lump sum upon retirement. However, if the amount exceeds fifteen thousand (\$15,000) dollars, the retiring member shall receive three (3) equal and annual installments commencing on the date of his/her retirement. No interest shall be added to any of the installment payments. Provided further that in no event shall the first payment be less than fifteen thousand (\$15,000) dollars. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above.

E. Absences due to line of duty or work-connected injury will not be charged against the sick leave provided in Paragraphs A, B, C, and D.

ARTICLE XI

INSURANCE

Section 1. Members shall receive fully paid Blue Cross, Blue Shield, Rider J, 365-day hospital coverage and Major Medical insurance, prevailing fee plan, for themselves and their dependents. Dependent children shall be covered until age 23. Effective January 1, 1990, if for any reason the Town changes its major medical carrier, all members shall be provided with the same carrier as all other Town employees.

Section 2. Retired members shall receive Blue Cross, Blue Shield, Rider J, Major Medical, for themselves and their dependents, provided they have 25 years of service to the Town.

Section 3. The Town will provide a prescription drug program with a one dollar (\$1.00) co-pay provision for all employees and their dependents covered by this Agreement.

Section 4. Active members shall receive a \$2,500.00 term life insurance policy.

Section 5. Dental Plan - As soon as administratively possible in 1983, the Town of Harrison will provide unit members with a dental plan. It is understood and agreed that the dental plan will be implemented as soon as possible in 1983, but such plan, if not in effect on January 1, 1983, will not be retroactive to that date. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000.00.

Section 6. Effective January 1, 1985, or as soon thereafter as administratively possible, a medical emergency care rider will

be added to the present Blue Cross, Blue Shield coverage. Effective January 1, 1985, or as soon thereafter as administratively possible, bargaining unit members may participate in the existing "Stay Well Program" subject to the limitations provided therein.

Section 7. Optical Program - The Town shall provide an optical program; this Agreement shall cap the Town's annual per-employee cost for this benefit at \$100.00

ARTICLE XII

FUNERAL LEAVE

A. A member shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of the funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

B. A member shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.

C. Effective January 1, 1990, all members shall be entitled to one (1) day of bereavement pay for the death of a grandparent-in-law provided the member is scheduled to work on the date of the funeral or wake.

ARTICLE XIII

MILITARY LEAVE

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

ARTICLE XIV

SALARIES

Section 1. The salaries of all employees covered by this bargaining agreement shall be established by Ordinance No. ____.

Section 2. The starting salary of all employees covered by this bargaining agreement shall be subject to the sole and absolute discretion of the appointing authority.

Section 3. Except as provided in Section 1, above, the salary of employees shall be adjusted in accordance with the provisions of Civil Service Law, Rules and Regulations.

Section 4. New employees to the Town of Harrison shall be appointed at salaries as established by the Mayor and Council.

Section 5. The provisions of this Article shall apply only to those employees who are actually employed on the date of signing of this Agreement.

Section 6. The parties agree that the Ordinance referred to in Section 1 reflects:

A. Retroactive to January 1, 1994, an annual salary increase of four (4%) percent to unit members;

B. An additional four (4%) percent annual salary increase retroactive to January 1, 1995.

Minimum and maximum salaries shall be increased by the percentages; effective July 1, 1995 the minimum salary for Clerk-Typist shall be \$18,000.

Section 7. Effective July 1, 1993, an increment program shall be effective for those employees in the bargaining unit not at their maximum. The increment program shall provide an adjustment to the employees base salary of \$1,000.00, unless a smaller adjustment will bring the employee to the employee's maximum, this program shall commence and be effective July 1, 1993 and the adjustment shall be made on every subsequent July 1st. No employee shall be paid a salary greater than their maximum pursuant to this program. New employees shall be under this program the first July after the first year anniversary.

ARTICLE XVIII

LONGEVITY

Section 1: In addition to wages, members shall receive longevity as follows:

Effective January 1, 1985:

After three (3) years	Two (2%) percent
After five (5) years	Four (4%) percent
After ten (10) years	Six (6%) percent
After fifteen (15) years	Eight (8%) percent
After twenty (20) years	Ten (10%) percent
Beginning at year twenty-three (23)	Twelve (12%) percent

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

Effective July 1, 1995, all full-time services with the Town of Harrison shall be recognized for longevity purposes.

LONGEVITY VACATION

Separate and apart from the vacation days provided for in Article VII, all full-time permanent employees of the Town of Harrison, shall be allowed one (1) fully paid day off from work for each five (5) years of service to the Town.

ARTICLE XVI

CHANGES, SUPPLEMENTS OR ALTERATIONS

MODIFICATION:

The parties hereto acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law from the area of collective negotiations and that the understanding and agreements arrived at by the parties after the execution of that right and opportunity are set forth in this Agreement.

Therefore, the Town and the Association, for the life of this Agreement, shall voluntarily and unqualifiedly waive the right, and each agree that the other shall not be expected to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may have been in the knowledge or contemplation of the parties who have signed this Agreement.

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

The Town agrees that it will not enter into any other agreement or contract with its employees as defined in Article I, Section 1, of this Agreement which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XVII

SAVINGS AND SEPARABILITY CLAUSES

In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provision.

ARTICLE XVIII

WORKING HOURS

For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of employees on an annualized basis over the regular non-overtime hours assigned in 1976 without additional compensation.

ARTICLE XIX

RECALL

If an employee is recalled for any reason, he shall receive four hours minimum guarantee at his regular overtime rate of pay.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate that decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Town until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the employee's supervisor as designated by the Town. The answer shall be in writing and made within three (3) days by the supervisor to the Association.

STEP TWO:

If the grievance is not settled through Step One, the same shall, within five (5) working days be reduced to writing by the Association or the grievant and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two, then the Association shall have the right, within five (5) working days of the receipt of the answer at Step Two, to submit such grievance to the Mayor or any person designated by him. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days, to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right, within five (5) working days, to submit such grievance to an Arbitrator. The Arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The Arbitrator shall have full

power to hear the dispute and make a final determination, which shall be binding on both parties. The Arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration, but the costs of the Arbitrator shall be borne by the Town and the Association equally.

The Association President, or his authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 1994 through midnight December 31, 1995. In the event a successor Agreement has not yet been made, then if the parties mutually agree, this contract shall remain in effect until a new Agreement will commence at least thirty (30) days prior to the expiration of this Agreement.

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

HARRISON BOARD OF HEALTH

HARRISON TOWN EMPLOYEES
ASSOCIATION

L. Merle Koulikian
President, Board of Trustees

Alan Curtis

DATE: 10-19-95

DATE: 10-19-95

ATTEST:

ATTEST:

Stanley E. Gaborowski
Secretary, Board of Trustees

John Spier

DATE: 10-19-95

DATE: 10/19/95