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2092

TOWNSHIP OF HARDING

AND

POLICEMAN'S BENEVOLENT ASSOCIATION 340

1991 AND 1992

## TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
SECTION I. APPLICABILITY	2
SECTION II. SALARY	3
SECTION III. LONGEVITY INCREMENT AND INCREMENT TO PATROLMAN ACTING IN SUPERVISORY CAPACITY	4-5
SECTION IV. VACATION	6
SECTION V. HOLIDAYS	7
SECTION VI. SICK LEAVE	8-9
SECTION VII. FUNERAL LEAVE	10
SECTION VIII. GRIEVANCE PROCEDURE	11-15
SECTION IX. WORK WEEK AND OVERTIME	16
SECTION X. INSURANCE	17
SECTION XI. UNIFORM ALLOWANCE	18
SECTION XII. COLLEGE CREDITS	19
SECTION XIII. AUTOMOBILE MAINTENANCE	20
SECTION XIV. CALL-OUT TIME	21
SECTION XV. MANAGEMENT RIGHTS	22-23
SECTION XVI. ALTERATION OF AGREEMENT CLAUSE	24
SECTION XVII. PHYSICAL EXAMINATION	25
SECTION XVIII. RETIREMENT	26
SECTION XIX. PERSONAL EQUIPMENT	27
SECTION XX. TERM OF CONTRACT	28
SECTION XXI. CONCLUSION	29

Township of Harding

and

Policeman's Benevolent Association 340

1991 and 1992

This agreement, made and entered into as of this 1st day of January, 1991, by and between:

The Township Of Harding, a Municipal Corporation in the County of Morris and the State of New Jersey, party of the first part, hereinafter designated Harding Township, and Policeman's Benevolent Association 340 (PBA) of the Township of Harding, in the County of Morris, and the State of New Jersey, party of the second part, herinafter designated Representative,

**WITNESSETH:**

**WHEREAS**, pursuant to the provision of Chapter 303 of the laws of 1968 of the State of New Jersey, the Representative submitted itself on behalf of the Police Department of the Township of Harding, exclusive of the Chief and Lieutenants; and

**WHEREAS**, Harding Township recognized the said representative for patrolman and sergeants of the Harding Township Police Department, and a contract was negotiated;

**NOW THEREFORE**, in consideration for the services performed by the members of the Police Department, and a contract was negotiated;

**NOW THEREFORE**, in consideration for the services performed by the members of the Police Department of the Township of Harding, and the mutual covenants hereof, it is agreed as follows:

**SECTION I            APPLICABILITY**

The provisions of this agreement shall apply only to full-time employees of the Harding Township Police Department.

**SECTION II. SALARY**

The salaries for the Harding Township Police Department for the term of this agreement shall be as follows:

RANK	1991 SALARIES	1992 SALARIES
Patrolman		
Probationary	25,679-27,696	27,220-29,358
Step 1	33,561	35,575
Step 2	36,142	38,311
Step 3	38,751	41,076
Step 4	41,335	43,815
Sergeants		
Step 1	42,786	45,353
Step 2	44,212	46,865

Each step represents one year in grade. All policeman presently employed under the employ of the Harding Township Police Department shall be eligible to move up in grade on their anniversary date and will move up at the discretion of the Chief of Police.

SECTION III. LONGEVITY INCREMENT AND INCREMENT TO PATROLMAN  
ACTING IN SUPERVISORY CAPACITY

A. Longevity Increment

An increment, in addition to the base salary shall be paid for time of service as follows:

YEARS OF SERVICE	PATROLMAN	SERGEANTS
0-4		
5-8	\$ 675	\$ 775
9-12	1175	1275
13-15	1675	1775
16+	2175	2275

The increment shall be paid in two installments the first shall be due and payable on July 1 and the second on December 1.

B. Increment to Patrolman acting in Supervisor's Capacity

The Township recognizes that a Patrolman is the senior officer on many shifts ( a shift is defined as an eight hour period of duty of which there are three per day and 21 per week), and in such cases a patrolman acts in a supervisory capacity. Since patrolman are used in a supervisory capacity on more than an occasional basis, each patrolman who acts in such a supervisory capacity shall receive the salary of a step-one sergeant (the lowest supervisory position) for those hours worked in that capacity on a shift or shifts.

Should use of patrolman as supervisors become only occasional, such supplemental pay shall cease. Occasional shall be defined as five percent or less of the shifts in any given month.

SECTION IV. VACATION

All regular full-time employees of the Harding Township Police Department, under this Agreement, shall be entitled to vacation as follows; the scheduling shall be subject to the discretion of the Chief of Police:

First Partial Calendar Year	-	One (1) day for each month of service up to a maximum of 10 working days
First Full Calendar Year Through Fourth Completed	-	Two (2) Calendar Weeks (10 working Days)
5th Through 9th Completed Calendar Years	-	Three (3) Calendar Weeks (15 Working Days)
10th Through 14th Completed Calendar Years	-	Four (4) Calendar Weeks (20 Working Days)
15th Through More Completed Calendar Years	-	Five (5) Calendar Weeks (25 Working Days)



SECTION V.

HOLIDAYS

All members of the Harding Township Police Department covered by this contract shall receive the following paid holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

The holiday pay shall be paid in two installments. The first for seven (7) days, shall be due and payable on July 1, the second, for seven (7) days, shall be due and payable on December 1.

In the event the Township has established any other holiday for its other employees, such holiday shall be added in the above enumerated list.

**Section VI. Sick Leave**

(a) Effective January 1, 1987, the members of the Harding Township Police Department shall be entitled to compensable sick leave of eighteen (18) days per year to be cumulative up to a maximum of three hundred (300) days. For the period of January 1, 1973 through December 31, 1986, the members shall be entitled to compensable sick leave of twenty-four (24) days per year to be cumulative up to a maximum of two-hundred and seventy (270) days. If any member of the Police Department incurs a severe disability which, under extenuating circumstances, requires absence from duty beyond his then accrued sick leave, the Chief of Police will have the right to recommend to the Township Administrator an additional leave of absence with pay, not to exceed thirty-six (36) days, such days to be deducted from the member's future sick leave allotment. The Township Administrator will consider such recommendation and endeavor to act favorably on it, to the extent necessary to supplement any insurance benefits. Sick leave is to be used exclusively for sickness. Doctor's certification shall be provided if requested at the discretion of the Township.

**(b) TERMINATION LEAVE PAYMENT FOR ACCRUED SICK LEAVE**

1. Those members who retire having attained both the required age and years of service, upon retirement shall be

eligible to receive one (1) day's pay, at his then rate of pay, for every three (3) days of accrued unused sick leave based on the accrual rate of a maximum of eighteen (18) days per year to be cumulative up to a maximum of three (300) days.

2. For purposes of the terminal leave payment calculation only, the eighteen (18) days per year specified in Section VI (a) shall also apply to the period January 1, 1973 through December 31, 1986.
3. For purposes of the terminal leave payment calculation, any sick leave taken during the period of January 1, 1973 through December 31, 1986 will be deducted from the twenty-four (24) days per year allotment stipulated in Section VI (a).
4. Eligible members will have the option of receiving the terminal leave payment in a lump sum amount upon retirement or as leave time off from duty, such time being utilized immediately prior to the member's date of retirement.
5. A member shall make every effort to advise the Police Chief and Township Administrator of his intention to retire prior to the start of the calendar year in which the retirement will be effective.
6. A member who retires prematurely on disability pension, shall be exempt from the attainment of the age and service requirement set forth in Section VI (b) (1).

**Section VII. Funeral Leave**

- A. Every member of the Representative covered by this contract shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- B. Every member of the Representative covered by this contract shall be entitled to three (3) days off with pay on the days immediately following the death of mother, father, sisters, or brothers, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- C. Every member of the Representative covered by this contract shall be entitled to one (1) day off with pay following the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, nephews, nieces, step-father, step-mother, grandfather, grandmother, aunt or uncle, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- D. Every member of the Representative covered by this contract shall be entitled to personal leave days on the basis of need, at the discretion of the Chief of Police. The scheduling of said leave days shall be solely subject to the approval of the Chief of Police.

## Section VIII. Grievance Procedure

### (A) DEFINITIONS

- (1) A "grievance" is a claim by a Police Officer or Sergeant, or the PBA, the Township Committee, Township Administrator or the Chief of Police based upon interpretation, application or violation of this agreement.
- (2) An "aggrieved person" is the person or persons making the claim.
- (3) A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- (4) "Policeman" is a full-time officer, including Sergeant, in the Harding Township Police Department.
- (5) The "P R & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

### (B) PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policeman. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The failure to appeal a grievance to the succeeding step of the grievance procedure within the time periods specified shall constitute acceptance of the last answer to the grievance and the grievance shall be deemed withdrawn at the end of the specified time periods if not appealed. The failure of the employer or the employer's representative to answer a grievance within the time periods specified in the Agreement shall be construed as a denial of the grievance and the grievance thereafter may be appealed to the next step.

(C) Grievance

- (1) Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

First: Between the grievant, with the P R & R representative from the PBA, and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

Second: Between the grievant, with the P R & R representative from the PBA, and his attorney, if he chooses and the Township Administrator, within ten (10) days after the written answer given by the Chief of the Harding Township Police. The Township Administrator shall give his written answer within five (5) working days after the meeting.

Third: (a) If the grievance is not settled at the second step the grievant or the P R & R representative from the PBA may make written request for a third step meeting within twenty (20) after the answer to the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Township Committee shall set a meeting within five (5) working days after the request, or for such other time that is mutually agreeable. Said third step meeting shall be between the Township Committee and the grievant with the PBA representative. The Township's answer to the third step shall be delivered to the PBA within five (5) working days after the meeting.

(b) A PBA member disciplined, may, at his option, proceed initially to the third step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Township Committee within five (5) working days after the

discipline or the option under this section shall be deemed waived. The third step grievance meeting or disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

Fourth: If the aggrieved person or the P R & R representative is not satisfied with the handling or result of the grievance on the third level, he may within fifteen (15) days, notify the Township Committee that he wishes to take the matter to arbitration.

- (a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by the aggrieved party. The parties shall then be bound by the rules and procedures of the Public Relations Commission in the selection of an arbitrator.
- (b) The arbitrator so selected shall confer with the representatives of the Township Committee and the P R & R Committee and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived then from the date



the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Township Committee and the Representative and shall be binding on the parties.

- (c) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

**Section IX. Work Week and Overtime**

All regular full-time employees of the Harding Township Police Department shall work a schedule computed by forty hours multiplied by the number of weeks in the rotating shift designated by the Chief of Police as he deems necessary. All time worked in excess of said schedule will be compensated at time and one-half rates.

In the event of mandatory schooling, which shall be deemed as a working period, the member shall be compensated as follows:

- (a) If the schooling falls on a member's day off he shall be paid at time and one-half his hourly rate, or
- (b) He shall be given compensatory time off, such time to come immediately prior to or immediately following said schooling. Should the member be scheduled to work any shift other than 7:00 a.m. to 3:00 p.m., he shall receive said compensatory time off as stated above, however, if he is required to work in addition to the schooling, within that twenty-four hour period, he shall receive his time and one-half rate.

The Chief of Police shall determine the schools to be attended and the members attending same in which case, said schooling shall be construed as mandatory.

Elective schooling, or that schooling which is attended at the whim of any member, shall not be covered by this section.

**Section X. Insurance**

All full-time employees of the Harding Township Police Department shall continue to be covered by the insurance program currently provided by the Employer's sole expense, and if the current program should become unavailable, the Employer shall substitute a program as close to the current program in coverage as is available.

Effective January 1, 1988, the dental insurance benefit currently provided to the members of the PBA shall be amended to include orthodontic coverage as provided by the current insurance carrier with a specified one thousand (\$1,000) dollar deductible clause, with such deductible cost being assumed by the individual employee.

**Section XI. Uniform Allowance**

The present system of uniform and equipment allowance will be continued, by providing for the Chief of Police's approval of uniform and equipment requests and unlimited ability to satisfy need. Effective January 1, 1991, a clothing maintenance of \$425.00 per year per man will be paid quarterly as approved by the Chief of Police.

Effective January 1, 1992, a clothing maintenance of \$450.00 per year per man will be paid quarterly as approved by the Chief of Police.

## Section XII. College Credits

The Township will advance 75% of the tuition costs incurred by full-time employees of the Police Department who enroll in accredited, college level, job related courses which are approved for such advances by the Mayor, the Township's contribution shall not exceed 75% of the net costs to the employee less and scholarship or other financial assistance available to the employee. The advances so made shall be repaid by the employee in the event he does not complete the course with a minimum grade of "C".

Each employee, upon receiving an accredited degree in the job-related course, shall receive monetary compensation at the rate of \$10.00 per credit for each credit necessary to achieve said degree. This compensation will be paid on a one time basis unless the employee aspires to a higher degree, at which time any additional credits will be compensated for at the aforementioned rate.

This section shall not apply to credits previously compensated for prior to the signing of this Agreement.

**Section XIII. Automobile Maintenance**

All private vehicle usage will be approved by the Chief of Police. Harding Township agrees to provide excess insurance coverage for all policemen utilizing their own vehicle on police business.

Section XIV

Call-Out Time

Any policeman called out on an emergency basis to administer breathalyzer, operate radar, maintain firearms instruction course, investigate fatalities, for special investigation, on photography, or to appear in court during off-duty hours, shall be entitled to a minimum two (2) hour call-out time to be paid at one and one-half times his hourly rate.

**Section XV. Management Rights**

Except to the extent expressly modified by a specific provision of this Agreement, the Township possesses the sole rights and responsibility to operate and manage its Police Department and all management rights repose in it. The Township Committee through its Police Committeeman, and the Chief of Police, shall have control and direction of the operations of the Harding Township Police Department including, but not limited to, the location of the Police Station, the size of the work force, the scheduling of hours, overtime and shifts, the assignment of work, training and promotion, except that such determinations shall not be in conflict with this Agreement. The members of the Harding Township Police Department shall be subject to the Rules and regulations of the Harding Township Police Department, as established by the Township Committee and administered by the Chief of Police.

All members of the Harding Township Police Department shall be subject to emergency call to duty, at the discretion of the Chief of Police, or the Chief Administrative Officer of the Township, if the Chief of Police is unavailable.

Management rights are not subject to arbitration. All rights not set forth, which are management rights, are not waived by the failure of the Township Committee to exercise them.



Proposed new rules or modifications of existing rules governing work conditions shall be negotiated with the majority representative before they are established. The Township agrees that all terms and conditions of employment relating to the status of its Police Officers shall be maintained at the same or substantially equivalent standards in effect as specified in the parties' Agreement.

**Section XVI. Alteration of Agreement Clause**

No agreement of amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

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.

**Section XVII.      Physical Examinations**

All members of the Harding Township Police Department will be given a physical examination along the lines of Dr. S. Thompson's letter of January 13, 1975, by a physician chosen by the Township Committee with a maximum of \$200.00 per examination, said fee to be paid by the Township of Harding, and a report of results to the Township Committee. Each member of the Harding Township Police Department will be given the examination during the first year. Thereafter, the frequency of the examinations will be at the discretion of the physician. Also, each member, upon request, shall receive a copy of the results of his respective examination or have same forwarded to a physician of his choosing.

**Section XVIII. Retirement**

Upon entering retirement, to the satisfaction of the Police and Fire Retirement System, each member of the Harding Township Police Department shall receive the following:

- a. An annual cost-of-living increase based upon figures published by the Federal Government for the year during which said member is in retirement and computed upon the amount of pension monies being received by him.

This benefit shall be received until such times as the P.F.R.S. assumes responsibility for same.

- b. All health and life insurance benefits in effect at the time of the members' retirement. This to be received until such time as the member becomes eligible for these coverages by any pension, state, or federal program which for any reason, assumes the responsibility of said coverages.

This section shall also apply to any member who must, because of a disability, retire at an earlier-than-minimum age. Said disability must meet the criteria for disability retirement under the P.F.R.S. and to the satisfaction of that body.

Section XIX.

Personal Equipment

If a member's personal equipment is damaged while he is acting within the scope of his employment as a Police Officer of the Township of Harding and whereas such damage was not the result of negligence on the part of the member, then, upon the recommendation of the Chief of Police, the damaged item may be repaired or replaced at a "reasonable cost" to the Township. The age and condition of the damaged item will be taken into account when establishing a "reasonable cost".

Section XX. Term of Contract

This Agreement shall become effective on the first day of January, 1991, and shall remain in effect and force for a period of two (2) years and shall expire on the thirty-first day of December, 1992.

Section XXI.

It is agreed that proposals will be exchanged between the Policeman's Benevolent Association 340 and the Township of Harding for the 1993 contract by September 15, 1992.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed as of the day and year written above.

Attest:

TOWNSHIP OF HARDING

*A. C. L.*

By: *Robert M. ...*

Date signed 21 March 1991

Attest:

Policeman's Benevolent Association 340

*David B. ...*

By: *David B. ...*

Date signed March 27 1991