### Transitional Aid Application for Application Years CY 2010/SFY 2011 Division of Local Government Services Department of Community Affairs

**General Instructions:** This application must be submitted in its entirety by July 16 (for CY 2010) and September 30 (for SFY 2011) for funding consideration under this program. Information contained in the application is subject to independent verification by DLGS. Refer to Local Finance Notice **2010-14** when preparing this application for specific instructions and definitions.

Name of Municipality: Town of I			Iarrison		County:	Hudson		
Contact Person: Eliza		ibeth A. Higgins		Title:	Chief Financial Officer			
Phone: 973 268-2433		Fax:	973 485-2338	E-mail:	bhiggins@	townofharrison.com		
Populati	on:	14,4	24			··········	•	

#### I. Aid History

List amount of Discretionary Aid (Extraordinary, Special Municipal, or Capital Cities) received for the last three years, if any:

Prior Year	Previous Year	Previous less one year
\$5,300,000	\$7,600,000	\$6,600,000

#### II. Aid Request for Application Year

Amount of aid requested for the Application Year:	\$5,535,000*
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An aid request does not constitute guarantee of receipt of any funds.

#### III. Submission Requirements

Without exception, the following items must be submitted with or prior to submission of this application. Indicate date of submission of each.

ltem	Date Submitted to DLGS
Prior Year Annual Financial Statement	July 8, 2010
Previous Year Annual Audit	February 3, 2010
Previous Year Audit Corrective Action Plan	February 3, 2010
Application Year Introduced Budget	June 16, 2010
Budget documentation submitted to governing body	July 16, 2010

#### IV. Application Certification

The undersigned herewith certify that they have reviewed this application and, to the best of their ability, find its contents to be true and that it accurately portrays the circumstances regarding the municipality's fiscal practices and need for financial assistance. By submitting the application, the municipality acknowledges that the law provides that the decision of the Director regarding aid awards is final and not subject to appeal.

Official	Signature	Date
Mayor/Chief Executive Officer	Laymond he owigh	7/15/10
Governing Body Presiding Officer	James Photocom	1115/10
Chief Financial Officer	VE brabeth a Hossins	7-15-10
	/ 00	· .

Application Year CY 2010/SFY 2011	Municipality: Town of Harrison	County: Hudson

#### V-A. Explanation of Need for Transitional Aid

Explain the circumstances that require the need for Transitional Aid in narrative form. Include factors that result in a constrained ability to raise sufficient revenues to meet budgetary requirements, and if such revenues were raised, how it would substantially jeopardize the fiscal integrity of the municipality. (See item B-5 in Local Finance Notice 2010-14 for details)

\* The Town of Harrison has filed an application with the Local Finance Board for the refinancing of certain debt that matures in 2010 and 2011. The 2010 debt is \$3,105,000. The application amount of \$5,535,000 takes into consideration that the possibility of the denial of the Local Finance Board. However, even if it is approved, the Town's request would still be \$5,535,000 in as much as the refinancing is a two year reprieve, the Town would prefer not to refinance this debt as it brings additional cost to the Town.

The Town of Harrison undertook a redevelopment effort starting back in 1998 to revise the older unoccupied under-used industrial area of the Town. The Town of Harrison continues to struggle with the loss of ratables of over \$150 million during the last 20 years, and although there have been a few set-backs, our efforts have begun to bear fruit.

The loss of our industrial base coupled with the continuing need to provide municipal services and the ever increasing cost of those services, that the Town can not control, has placed a tremendous burden on the residential taxpayers. The increase in the value of land in the redevelopment area is responsible for nearly a \$6 million increase in the 2008-2009 net assessment values.

The first Development Project called River Park @ Harrison which was partially completed in 2008 began making PILOT payments in 2009 and the second phase is before the planning/zoning boards and the revenues will be anticipated in subsequent budgets.

The Town, through its redevelopment plan had attracted a major hotel, The Hampton Inn, which has been constructed and the Town is receiving the Hotel Tax as revenue. Also, in the area adjacent to the stadium, there are plans to build another major hotel along with numerous commercial stores.

The Red Bull Stadium had its grand opening in April 2010 and was the major factor for the increase in the 2010 net assessments. In addition to bringing new jobs to the area and for the residents of the Town, it has also been a factor in a increase of activity for the local stores and restaurants. The Stadium is exploring the hosting of Rock concerts to the venue, and the Town is seeking ways with the Red Bull Management to be part of that new revenue. The Port Authority of NJ/NY and the Hudson County Improvement Authority have invested great sums of money in the infrastructure around the redevelopment area. The HCIA has constructed a 1,450 space parking deck across the street from the stadium and any excess revenues between the events and daily parking, for the PATH Station will be shared with the Town.

In the 2010 Introduced Budget, there are several revenues that are a one time source and will not be available in subsequent years. Reserve for Debt Service, Reserve for Future Improvements and Fund Balance numbers will not be replenished.

In the 2010 Introduced Budget, it appears that Salaries and Wages have increased or remained the same. This is not true. The Town has laid off closed to 37 workers directly and will not be replacing 22 other individuals who have retired. Those positions not being replaced include the police and fire departments that have a direct impact on the safety of the residents. The salaries as reflected in this budget has payments that are due to them under existing contracts. The Town will not see a drastic reduction in salaries until the 2011 year.

Eventually, new taxes and/or PILOTS payments will eliminate the need for Transitional Aid; however, a reduction of this aid before replacement revenues are in place would have a devastating effect on the residential taxpayers and would most likely bring redevelopment to a halt.

Application Year CY 2010/SFY 2011	Municipality: Town of Harrison	County: Hudson

#### N/A

#### V-B Alternate Eligibility Calculation

Complete this section only if Discretionary aid was not received in the prior year. If the requirements of this section are met, this application must also reflect that the criteria in Section B, items 2-7 of Local Finance Notice 2010-14 are met.

Part 1 calculates loss of equalized value. If there is a loss of 2% of equalized value, the eligibility criteria is met and the rest of the form does not have to be completed.

If 2% the criteria is **not** met, continue with Part 2 to identify individual revenue losses (exclusive of State CMPTRA/ETR formula aid reductions) or specific, extraordinary appropriation increases (pursuant to Local Finance Notice 2010-14, Item B-8).

Part 1 – Eligibility of Value Loss	Current Year County Equalization Table County Apportionment	Prior Year Director's Table Equalized Value	Decrease
	(a)	(b)	(c)
Equalized Value Reduction	7.0.30.		
Percent of	loss from prior year (c) divid	led by (b) as percent:	· · · · · · · · · · · · · · · · · · ·
If this	exceeds 2%, stop and proc	eed to the next page.	

#### Part 2 - Demonstration of Revenue Loss/Substantial Cost Increase

Complete Part 2 if eligibility was not met in Part 1. Show extraordinary revenue losses (exclusive of State CMPTRA/ETR aid reductions), but not as the aggregate of many revenue line items; or specific, extraordinary appropriations. Describe the item on the cell below each entry.

Revenue or Appropriation	Prior Year Value	Current Year Value	Amount of Loss/Increase
Description:			<u> </u>
Description:			
Description:			
Description:			
Description:	. 70-1646	1	
Description:			
Description:			

Application Year CY 2010/SFY 2011	Municipality: Town of Harrison	County: Hudson

#### V-C Actions to reduce future need for aid

Detail the steps the municipality is taking to reduce the need for aid in the future. Include details about long-term cost cutting and enhanced revenue plans, impact of new development, potential for grants to offset costs, and estimated short and long-term annual savings. Use additional pages if necessary.

The Town of Harrison's most noteworthy efforts toward increasing revenues are centered on our redevelopment projects.

- A) The Town is always seeking new grants to off-set cost from the budget.
- B) Offered to negotiate Municipal Consolidation with the Borough of East Newark.
- C) Permanently reduced the work force within the Town of Harrison.
- D) Entered into a Joint Insurance Fund (Garden State Municipal JIF) to reduce General Liability and Workers Compensation cost.
- E) Have several interlocal agreements with the Borough of East Newark and the Harrison Board of Education.
- F) Have a joint shared service for tree trimming and maintenance with the Town of Kearny.
- G) Established bulk purchasing of gasoline to serve the Town, the Harrison Board of Education and the Borough of East Newark.

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Actual

**Previous Year** 

#### VI. Historical Fiscal Statistics

#### Item

#### Actual Introduced **Prior Year Application Year**

#### 1. Property Tax/Budget Information

Municipal tax rate Municipal Purposes tax levy Municipal Open Space tax levy Total general appropriations

\$2.430	\$2.590	\$3.070
\$11,651,331	\$12,437,620	\$15,501,875
\$-0-	\$-0-	\$-0-
\$36,573,447	\$37,573,447	\$41,517,909

#### 3. Cash Status Information

% Of current taxes collected % Used in computation of reserve Reserve for uncollected taxes Total year end cash surplus Total non-cash surplus Year end deferred charges

95.90%	95.14%	%
95.34%	95.90%	**95.46%
\$1,289,000	\$1,108,300	\$1,398,900
\$1,782,435	\$3,933,248	
\$4,979	\$6,202	
\$-0-	\$-0-	

\*\* Three Year Average

#### 4. Assessment Data

Assessed value (as of 7/1) Average Residential Assessment Number of tax appeals granted Amount budgeted for tax appeals Refunding bonds for tax appeals

\$479,314,683	\$480,103,440	\$504,926,507
\$139,000	\$139,000	\$139,000
9	45	
\$50,000	\$50,000	\$50,000
\$-0-	\$-0-	\$-0-

#### 5. Full time Staffing Levels

Uniformed Police - Staff Number Total S&W Expenditures Uniformed Fire - Staff Number Total S&W Expenditures All Other Employees - Staff Number Total S&W Expenditures

51	50	47
\$5,845,998	\$5,883,846	\$6,050,700
53	53	42
\$5,275,000	\$5,249,132	\$5,360,500
176	160	120
\$6,140,346	\$5,800,627	\$5,739,400

#### 4. Impact of Proposed Tax Levy

#### Amount

Current Year Taxable Value		504,926,507
Introduced Tax Levy		15,501,875
Proposed Municipal Tax Rate   3.070	139,000	
Current Year Taxes on Average Residen	tial Value (#4 above)	4,267.47
Prior Year Taxes on Average Residentia	3,600.95	
Proposed Increase in average residential	taxes	666.52

Application Year CY 2010/SFY 2011	Municipality: Town of Harrison	County: Hudson

#### VII. Application Year Budget Information

A. Year of latest revaluation/reassessment

1986

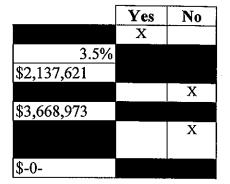
4. Proposed Budget – Appropriation and Levy Cap Information

Item

- 1. Was an appropriation cap index rate ordinance adopted last year?

  If YES: % that was used
- 2. Amount of appropriation cap bank available going into this year
- 3. Is the Application Year budget at (appropriation) cap? If NO, amount of remaining balance
- 4. Does the Application Year anticipate use of a waiver to exceed the **levy** cap?

If YES, amount:



C. List the five largest item appropriation increases:

	Prior Year Actual	Application Year Proposed	\$ Amount of Increase
PERS	364,491	649,235	284,744
Reserve for Uncollected Taxes	1,108,300	1,398,900	290,600
Employee Group Health	6,920,536	7,350,000	429,464
PFR&S	1,277,661	2,425,603	1,147,942
Debt Service	2,226,677	5,286,503	3,059,826

D. List all new property tax funded full-time positions planned in the Application Year:

Department/Agency	Position	Number	<b>Dollar Amount</b>
	NONE		
			70

E. Display projected tax levies, local revenues (not grants), anticipated (gradually reduced) Transitional Aid, total salary and wages, and total other expenses projected for the three post-application years:

	Tax Levy	<b>Local Revenues</b>	<b>Transitional Aid</b>	Total S&W	Total OE
First year	16,044,440	11,250,000	5,200,000	16,550,000	12,416,120
Second year	16,605,996	11,600,000	4,000,000	16,600,000	12,664,442
Third year	17,187,205	12,200,000	2,700,000	16,635,000	12,917,731

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Application Year CY 2010/SFY 2011	Municipality: Town of Harrison	County: Hudson

#### VIII. Financial Practices

#### A. Expenditure controls and practices:

	Question	Yes	No
1.	Is an encumbrance system used for the current fund?	X	
2.	Is an encumbrance system used for other funds?	X	
3.	Is a general ledger maintained for the current fund?		Х
4.	Is a general ledger maintained for other funds?		Х
5.	Are financial activities largely automated?	X	
6.	Does the municipality operate the general public assistance program?		X
7.	Are expenditures controlled centrally (Yes) or de-centrally by dept. (No)?	X	
8.	At any point during the year are expenditures routinely frozen?	X	
9.	Has the municipality adopted a cash management plan?	X	
10.	Have all negative findings in the prior year's audit report been corrected?	Х	
	If No, list those uncorrected as an appendix.		

B. Risk Management: Indicate ("x") how each type of risk is insured.

Coverage		JIF/HIF	Self	Commercial
General liability		X		
Vehicle/Fleet liability		X		
Workers Compensation		Х		
Property Coverage		X		
Public Official Liability		Х		
Employment Practices Liability		Х		
Environmental		Х		
Health	SHBP			X

C. Salary and Employee Contract Information (when more than one bargaining unit for each category, use average):

Question	Police	Fire	Other Contract	Non-Contract
Year of last salary increase	2010	2010	2009	N/A
Average percentage increase	3% & 3.5%	3% & 3.5%	3% & 3.5%	N/A %
Last contract settlement date	1/1/10	1/1/10	1/1/10	
Contract expiration date	12/31/11	12/31/11	12/31/11	

Explain if any of the following actions have been taken or are under consideration for the Application Year:

Action	Police	Fire	Other Contract	Non-Contract
Furloughs (describe below)	See	Attached	Sheet	N/A
Wage Freezes (describe below)	See	Attached	Sheet	N/A
		1		
Layoffs (describe below)	See	Attached	Sheet	N/A

#### Section VIII(C) - Financial Practices

In calendar fiscal year 2009, the Town received \$5.3 million under the Special Municipal Aid (SMA) program. Further, in 2009 the Town was ordered by the DCA to defer its Police & Firemen=s Retirement System payments in the amount of \$1.5 million. In 2010, that \$1.5 million payment has been reinstated. As a result of the foregoing, the Town was faced with an automatic revenue requirement in the 2010 Budget of \$6.8 million. In addition, normal budgetary increases will be required in the usual course of the Town=s operations for 2010.

The Town has implemented a number of significant cost reduction strategies during the past few years. By way of example, and not an exhaustive list, the Town has done the following.

- The Town has always been open to sharing services with contiguous municipalities and the County of Hudson. Currently, with the Town of Kearny, there is a shared service agreement for tree trimming. We further perform shared services with the Borough of East Newark for ambulance service, salt-spreading, street-sweeping, and meals-on-wheels services for senior citizens. In addition, we have a shared service agreement with the Harrison Board of Education for various services. In addition to the foregoing, Harrison has always sought to share services with East Newark and Kearny, but various overtures were rebuffed. For example, with East Newark we have made proposals to combine our Police Departments, the Municipal Court and, in fact, the whole Town. The negotiations were unsuccessful at that time. Further, with Kearny, among other items, we have sought in the past to share services with the Fire Departments, and also our two water systems. Again, these negotiations proved to be unsuccessful.
- Since 2001, the Town has had a hiring freeze. Since that time, the Town has only sought to replace necessary positions, and then only with an appropriate waiver from the DCA. Under this attrition plan, the Town has gone from 255 employees (excluding the seasonal employees crossing guards) in 2005 to 223 in 2009, which represents a significant reduction and a substantial savings in the budget.
- \$ The multi-year budget strategy for the Town is set forth in the redevelopment program with the attendant pilot payments. The goal of the Town was and continues to be the utilization of State temporary financial assistance to permit the development of a significant portion of the Town for new housing, affordable housing, commercial, retail, parking and major league soccer stadium. This strategy envisions a return to full local funding for municipal services in a reasonable number of years. As events developed in Harrison, as well in other communities, litigation challenging blight designation (a vital part of the redevelopment process) produced significant delays and added unanticipated costs to the community. Despite these legal setbacks, the Red Bull Stadium remained on track and opened in the Spring of 2010. However, the 2008-2009 real estate and economic recession, described nationally as the worst recession/depression since 1929-32, has produced revision of the schedule for all other development within our redevelopment zone. Significantly, RiverPark Phase I and Pegasus Phases I & II are currently subject to revision, and dates for completion will be now later than expected, thus delaying anticipated tax revenues. This also applies to River Park Phase II and MetroPark. Market forces have compelled our developers to make major changes to their plans. This again is part of the real estate slump and mortgage fiasco that has adversely affected New Jersey and the Nation as a whole. The good news is that the developers are continuing to construct their projects though later in time and with rental units, thus

delaying anticipated tax revenues. Unanticipated budget increases, the revisions to the redevelopment plan, and the updated federal fiscal stimulus programs all have a significant effect on the Town=s budget. Taxes have been significantly increased and expenditures have been curtailed. The current local, state and national economy is daunting. The Port Authority redevelopment of the PATH Station will produce a significant positive economic stimulus to the redevelopment plan. We can reasonably expect this will enhance the development projects enumerated in this report.

The taxpayers of Harrison had tax increases of 7.5% in 2008 and 5% in 2009; the taxpayers will also be called upon for the usual Town increased costs in 2010. As the Town did not know what amount of SMA it could anticipate for 2010, layoffs were necessary.

#### Layoffs

#### The January 19, 2010 Layoff Plan

On January 19, 2010, the Town filed its first layoff plan for 2010. This plan resulted in the layoff of 37 employees, and the elimination of the Deputy Police Chief position in the Police Department and the Deputy Fire Chief position in the Fire Department. In addition, this layoff plan was responsible for a number of retirements, for which the Town did not hire any replacements. This plan will result in annual savings of approximately \$2.3 million (starting in its first full year of 2011).

#### The April 8, 2010 Layoff Plan

On April 8, 2010, the Town filed a second layoff plan for 2010, which sought to reduce the Fire Department by 9 men. As a result of this plan, 9 firefighters retired, making it unnecessary lay off any men. These retirements are anticipated to save the Town over \$1 million annually (in 2011). No one was hired to replace the vacancies caused by the retirees.

The combined annual savings from the 2010 layoffs/retirements is approximately \$3.5 million. Since 2005, the Town has gone from 255 employees (excluding the seasonal employees crossing guards) to 174 employees.

#### Wage Freezes

Through collective bargaining, the Town was able to achieve total wage freezes for 2010 and 2011 for every Town employee except the Police and Fire union members. Due to binding arbitration awards, the Police and Fire union members will receive salary increases of 3% and 3.5% for 2010, and 3% and 3.25% for 2011. Further, the Town was able to secure from all employees give-backs by way of increased co-pays for prescriptions and contributions toward medical benefits.

#### **Furloughs**

The Town is open to any cost-saving measures, including furloughs.

1. Does the municipality use						<u> </u>
2. When was the last foreclos				Date		96
3. During 2009, on what date	es were tax de	inquency notices	s sent out:	Dat		9/4,12/18
4. Date of last tax sale:				Date	e: 12/3	0/09
E. Specialized Service Deliv If the answer to either que service without changes.	•	" provide (as an	appendix) a cos	st justification	of maintain	ing the
		Service		····	Yes	No
Sworn police or firefighters (in lieu of civilians)	are used to ha	ndle emergency	service call-tak	ing and dispate	ch	Х
The municipality provides re	ear-yard solid	waste collection	through the bu	dget		Х
F. Other Financial Practices  1. Amount of interes	et on investme	nt earned in:				
	Last Year:	\$26,502	Anticipat Applicati	1 '	\$25,000	
Approved Checking Account  3. What was the average re 4. When was the last time  F. Status of Collective Nego contract expiration date, a	eturn on inves fee schedules tiation (Labor	were reviewed a	nd updated? .ist each labor a		2009 employee gr	.48% oup,
Employee Group		Expiration Da	. 1	legotiations of	Expired Agr	reement
None Pending						
		Page 8				

Application Year CY 2010/SFY 2011 | Municipality: Town of Harrison

Question

D. Tax enforcement practices:

County: Hudson

Yes

No

County: Hudson Application Year CY 2010/SFY 2011 | Municipality: Town of Harrison

IX-A. Demonstrated reductions or actions that limited otherwise ordinary increases in Salary and Wage costs. (See item B-4 in Local Finance Notice 2010-14 for details)

S&W Line Item	Prior Year Actual	Application Year Proposed	Explanation of Change
			The Town has finalized new contracts effective in 2010 which
			Public Employees salaries will be frozen at 2009 levels until 2012
			and Police and Fire Chiefs also frozen at 2009 levels until 2012.
			From 2009, the Town has reduced its workforce by 59 employees
			that will result in major savings starting in 2011. These employees
			will not be rehired nor replaced.
and the second s			

County:Hudson Application Year CY 2010/SFY 2011 | Municipality: Town of Harrison

(See item B-6 in Local Finance Notice 2010-14 for details). Include changes in spending policies that reduce non-IX-B. Demonstrated reductions or actions that limited otherwise ordinary increases in Other Expense or other costs. essential spending.

Line Item	Prior Year Actual	Application Year Proposed	Explanation of Change
			The Town always is looking at the other expenses for ways to
			reduce costs. Only essential items are purchased.
			Medical Co-Pay on prescription coverage was increased effective
			January 1, 2010.
			All employees will be required to pay into group for medical
			coverage effective January 1, 2011.

County: Hudson Application Year CY 2010/SFY 2011 | Municipality: Town of Harrison

IX-C. Evaluate existing local revenues, as to whether or not the rates or collections can be increased, and if so, how changes will be implemented. (See B-7 in Local Finance Notice 2010-14 for details)

Local Revenues	Prior Year Realized	Application Year Anticipated	Evaluation, Recommendation, and Implementation Plan
			All fees are set at appropriate levels allowed by Statue. Each year
			the fee schedule is reviewed and applicable changes made.
			The Town is always trying to implement more interlocal
			agreements with neighboring municipalities.
			With the Red Bull Stadium open, the Town should see an increase
			in Hotel Tax and Parking Fees Revenues.
			With the redevelopment projects underway, the PILOTS payments
			will be increasing every year.

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# X. Service Delivery

List all services that the municipality contracts to another organization: i.e., shared services with another government agency, including formal and informal shared services memberships in constrainty analysis (commercial) or non-profit organization

	Name of Contracted Entity	Estimated Amount of Contract	Year Last Negotiated (as applicable)
Animal Control	Associated Humane Society	\$20,138	2009
Garbage, Bulk and Recycling Pick-Ups	Cali Carting, Inc	\$414,667	1 <sup>st</sup> year of 3
		year	year contract
			-
		-	

County: Hudson	
Municipality: Town of Harrison	
Application Year CY 2010/SFY 2011	

# Section XI – Impact of Limited or No Aid Award

purposes, consider the two sections as one list. The cuts outlined here are one that the municipality is committing to make if they do not Describe in complete detail the impact if aid is not granted for the current fiscal year; this priority setting requires that the municipality will maintain a minimum level of essential services. List the appropriate category of impact if the aid is not received. Rank each item from both lists as to the order in which elimination will take place. If across the board cuts will be made, indicate under service. For rank order receive aid.

Rank Order	Department	# of Layoffs	Effective Date	2010 Full Time Staffing	2010 Full Time 2011 Full Time Staffing	\$ Amount to be Saved
	See Attached Sheet					

If services will be reduced, describe the service, impact and cost savings associated with it.

1			1	<u> </u>
Impact on Services				
Cost Savings				
Service		See Attached Sheet		
Rank Order	.,			

#### Section XI - Impact of Limited or No Aid

As is set forth in detail in Section VIII(C), the Town of Harrison has filed 2 layoff plans this year, resulting in 37 layoffs and 22 retirements, neither of which will be back-filled. 11 of these layoffs/retirements were in the uniformed Fire Department. The annual savings (which will not be realized in full until 2011) is approximately \$3,500,000.

The Town of Harrison (by this Application) has requested aid in the amount of \$5,535,000 (assuming the Stadium Debt for 2010 is not restructured) for Calendar Fiscal Year 2010. If none of the requested aid is received, the Town will essentially have to shut-down. Since Harrison is a Civil Service jurisdiction, any layoffs take an average of 75 days to implement from the time the layoff plan is filed with the CSC. This means that no layoffs can occur until October 1<sup>st</sup> (at the earliest). Since the savings from any such layoffs will only be realized for 1 quarter of 2010 (Oct., Nov., Dec.), in order to save \$5,535,000 the Town would have to target enough employees so that their combined annual salaries & wages and benefits equal \$22,425,000. That is impossible, as the Town=s total for salaries & wages for 2010 is \$17,150,600. Thus, the effect of no aid in this scenario would result in the Town essentially shutting-down.

In the event that the Stadium Debt is restructured and the Town receives no aid, in order to cover the budgetary shortfall of \$2,425,00, the Town would have to target for layoff enough employees so that their combined annual salaries & wages and benefits equal \$9,700,000. Since the Town=s total for salaries & wages for 2010 is \$17,150,600, that would mean laying off approximately 50% of the Town=s employees, including the members of the uniformed Police and Fire departments, whose levels are already below the Memoranda of Agreement between the Town and the DCA. The effect of this would be devastating. There would be only a minimal public safety presence, which will undoubtedly result in a risk of harm to the public. Also, all services to the senior citizens and youths, the public library, recreation programs, etc. would immediately end. Maintenance to the public buildings, grounds, streets and sidewalks would cease. Health clinics and all such related services would not be possible.

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Application Year CY 2010/SFY 2011	Municipality: Town of Harrison	County:Hudson

#### XII. Agreement to Improve Financial Position of Municipality

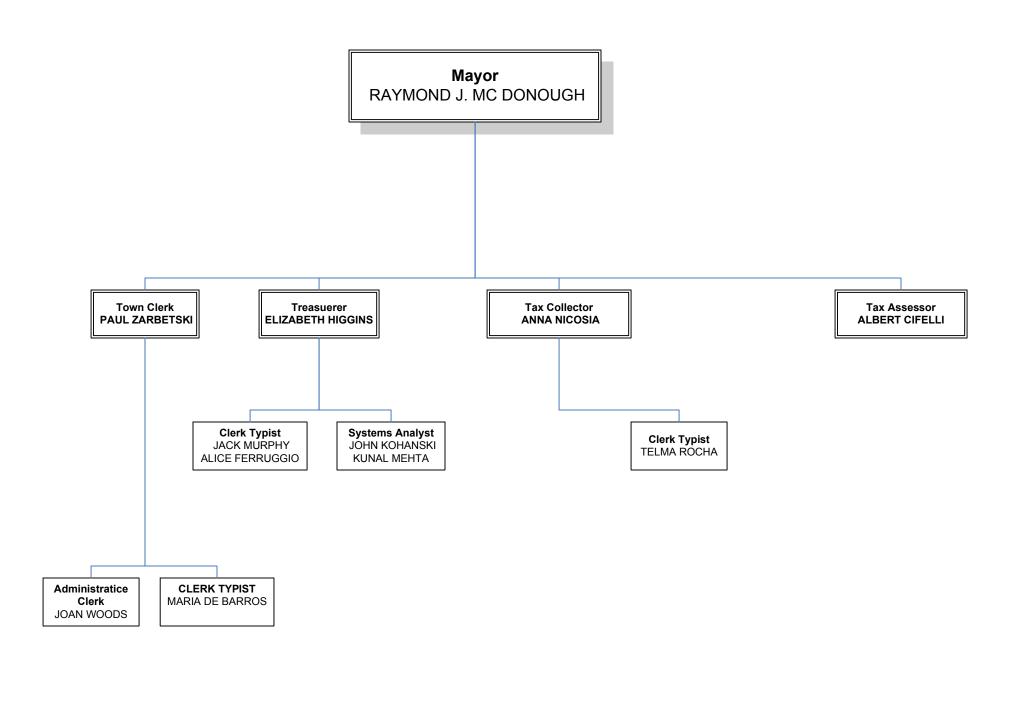
If aid is granted, are you willing to enter into a "memorandum of understanding" that will, among other restrictions and requirements:

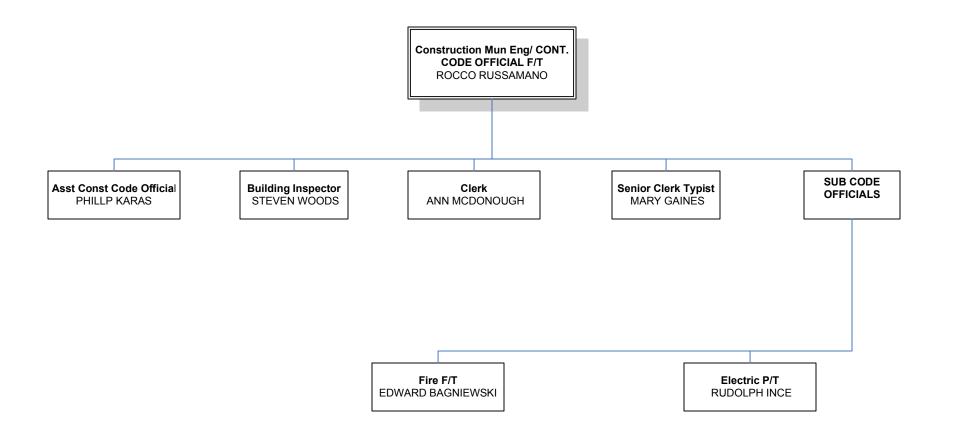
		Yes	No
1.	Allow the Director of Local Government Services to assign management,	X	
	financial, and operational specialists to assess your municipal operations		
2.	Implement actions as recommended by the Director to address the	X	
	findings of Division staff		
3.	Enter into a Memorandum of Understanding	X	

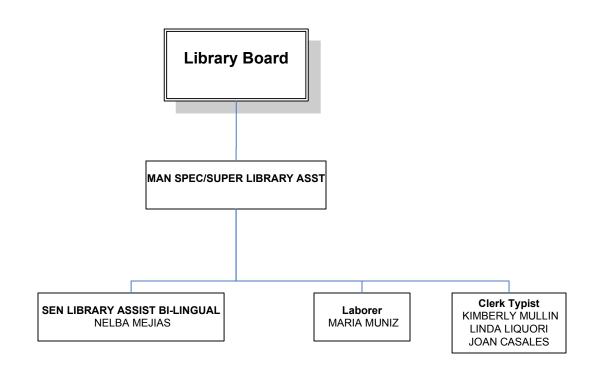
The undersigned herewith acknowledges the foregoing requirements with which the municipality must comply in order to receive aid as outlined above.

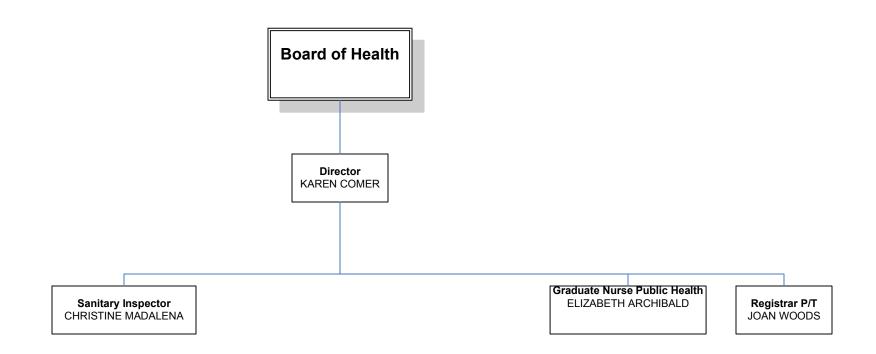
In addition, included with this application is a copy (printed or electronic) of the budget documentation that supports the budget calculation that was provided to the governing body.

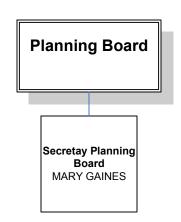
Mayor	Raymond In tonigh	Date (/5/10
Chief Financ	ial Officer Elizabeth A Niggins	Date 7-15-10
ATTEST: _		Date 7-15-10
	Mamicipal Clerk	

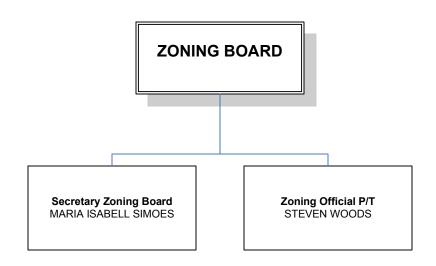


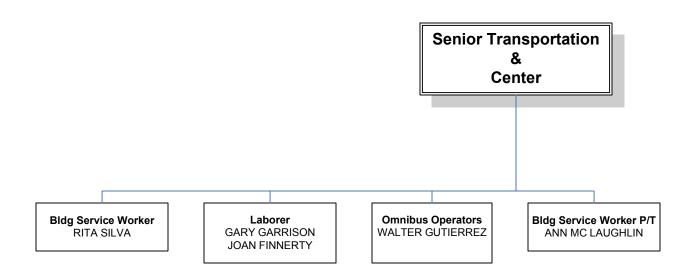


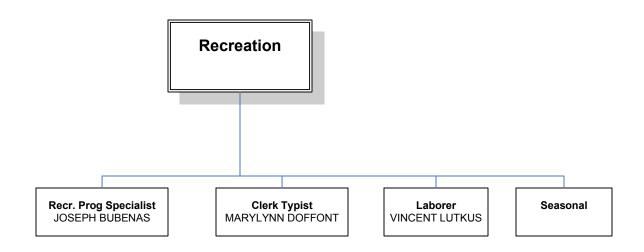


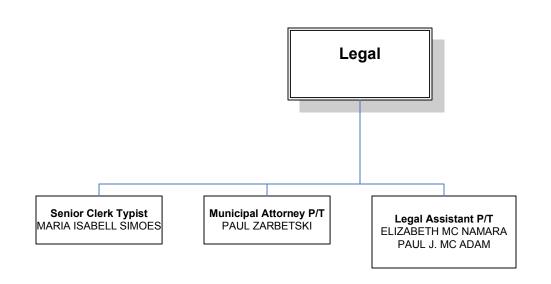


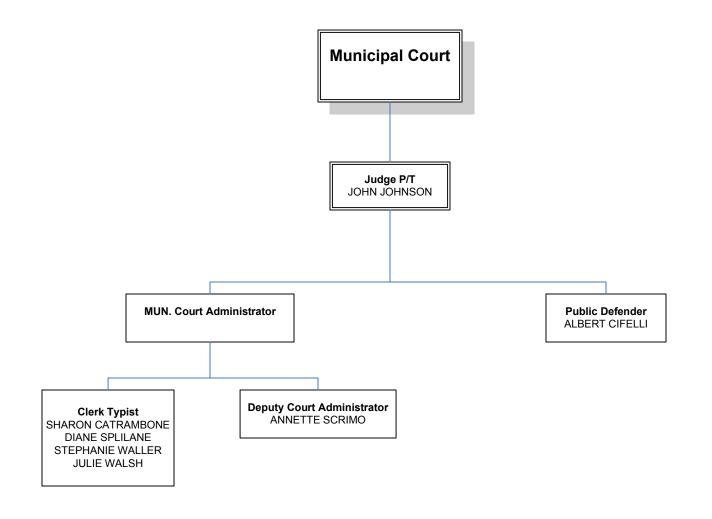


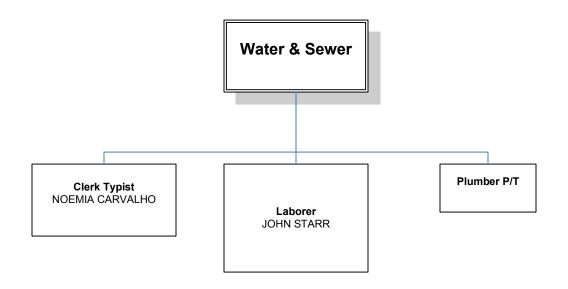


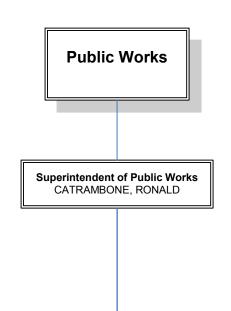












**BLDG SERVICE** WORKER

DOMERSTAD, PATRICIA PACHECO, ROSE SANDERS DENISE

**HEAVY EQUIPMENT OPERATOR** 

GEDDES, JAMES MUNIZ, JESUS

CAMINO. JAQUIN CLARY, ALVIN FERRIERO, FRANCIS RENKART, BRIAN SCOCCO, BART TRIGUERO, THOMAS ZURAWSKI, JANICE

LABORER

LABORER / **ELECTRICIAN** / PLUMBER

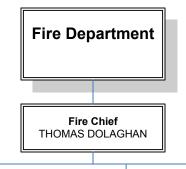
DOMINGO, WALTER

**MECHANIC HELPER P/T** 

MECHANIC/TRUCK DRIVER LISTWAN, KENNETH REED, ROGER

TRUCK DRIVER

CAMANO, ENRIQUE CAMPBELL, ROBERT SCHRECK, FRED TROVATO, JOHN WILLIAMS, ROBERT JR.



#### Bat Chief

WOODS, JAMES GREENE, MICHAEL RODGERS, THOMAS

#### Captain

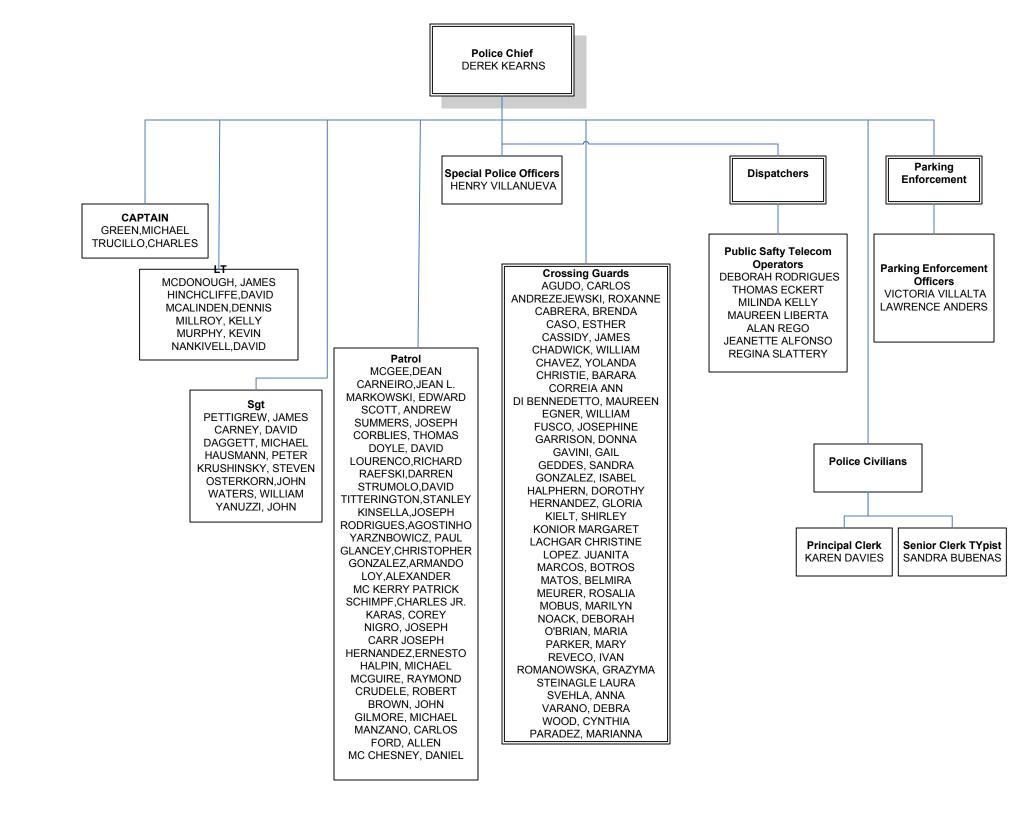
CAPPUCĆINO, JAMES
CRUZ, ANTHONY
GILLEN, ROBERT
CAREY, JOHN
DWYER, JOHN
MULRENAN, JOHN
NICHIRCO, JOSEPH
RICHARD, HENRY
LANG, JOSEPH
GREENEMEIER, RONALD

#### **Fireman**

DOLAGHAN, JAMES WALINGER, JAMES DONAHUE, DONALD MURPHY, THOMAS DOUGHER, THOMAS LAWLESS, JAMES CARNEY, MICHAEL MCMAHON, WILLIAM CAVANAGH, JOSEPH FAULKNER, WILLIAM PRINA, DAVID SCAPEROTTA, JOSEPH ZICCHINELLA, JOSEPH ZIENOWICZ, HENRY CUPO, FRANK DRENNAN, JASON FAUGNO, JOSEPH MOSCINSKI, JOSEPH THIRY, PAUL MASTELLONE, LOUIS UNDERHILL, ROBERT SPERA, STEPHEN DE GAETANO, KEVIN PATTERSON, JAMES GREEN, MICHAEL FOSTEK, STEVEN MORONEY, MATTHEW

#### Fire Safty

SENIOR CLERK TYPIST TANSKI, AMY





#### **CONTRACT**

#### BETWEEN

## TOWN OF HARRISON HUDSON COUNTY, NEW JERSEY

AND

HARRISON CIVIL SERVICE
EMPLOYEES ASSOCIATION

January 1, 2007 - December 31, 2011

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#### **PREAMBLE**

This agreement effective this day of January, 2010 entered into by and between the Town of Harrison in the County of Hudson, a Municipal Corporation of the State of New Jersey (hereinafter Referred to as the "Town") and Harrison Civil Service Employees Association (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargaining issues between the Town and the Association and is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

#### **ARTICLE 1**

#### RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all full-time permanent blue and white collar Town employees and public safety telecommunicators, exclusive of the uniformed employees in the Police and Fire Departments of Harrison, 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 extent 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. The Town shall implement and maintain a policy prohibiting harassment in the workplace.

#### 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 law. The Employer agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Employer at the Employer's discretion, for up to six (6) months, but such grant of leave shall not be discriminately, unreasonably or unjustifiable refused or denied. An employee shall have the right to request an extension of this leave for up to six (6) additional months.

#### **ARTICLE IV**

#### UNION SECURITY DUES CHECK-OFF

Section 1. The Town agrees to deduct Association dues upon receipt of written authorization from the employee and monthly shall remit the monies collected to the Secretary-Treasurer of the Association.

#### Section 2. Representation Fee

- A. Upon the request of the Association, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Association.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.
- C. The amount of said representation fee shall be certified to the Town by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.
- D. The Association agrees to indemnify and hold the Town harmless against any liability, cause of action or claims or loss whatsoever arising as a result of said deductions.
- E. The Town shall remit the amounts deducted to the Association together with the dues deducted pursuant to Section 1 above.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.3 (c) and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times.

#### 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 ½) 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.

The parties shall continue their current practice with respect to compensatory time.

## ARTICLE VII VACATIONS - HOLIDAYS

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 the time of service as stated on said schedule.

TIME	OF	SERVICE	
.e.arear	~-		

#### NUMBER OF WORKING VACATION DAYS

Up to (1) year

One (1) day for each full month of service

One (1) to nine (9) year

Sixteen (16) days

After ten (10) years

Twenty (20) days (Effective 1/1/87)

After twenty (20) years

Twenty-one (21) days

#### **VACATION ENTITLEMENT FOR EMPLOYEES HIRED AFTER 1/1/98**

#### Effective January 1, 2005

From date of hire to end of the calendar year

One (1) day for each full month of service

(December 31st)

(maximum of 10 days)

After January 1st following hire

Ten (10) days

After Five (5) full calendar years of service

Twelve (12) days

After Ten (10) full calendar years of service

Fifteen (15) 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 Town to carry over the unused vacation to the following year.

Scheduling vacation shall be in accordance with current practice.

#### **HOLIDAYS**

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

All employees serving in the Public Safety Telecommunicator titles shall be paid for the holidays in accordance with current practice in the month of December. In the event that the employee resigns or otherwise separates employment from the Town, the holiday pay shall be pro-rated.

#### **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 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 (114) 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 (½) 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. The maximum payment of unused sick leave at retirement shall not exceed one-year's salary for the employee, except that employees with twenty-five (25) years or more of service as of 1/1/96 shall not be subject to said cap.
- E. Absences due to line of duty or work-connected injury will not be charged against the sick leave period provided in Paragraphs A, B, C, and D.

F. Upon the death of an active member, the Town shall pay to the spouse or estate the monetary value of all earned unused vacation days to the extent permitted by law, which limits the accumulated number of entitled vacation days to current year and previous year vacation entitlement. Personal days shall also be paid and Public Safety Telecommunicator shall receive the unpaid holiday pay.

#### **ARTICLE XI**

#### <u>INSURANCE</u>

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. To be eligible for insurance coverage, employees must have a minimum thirty (30) hours per week work schedule.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after September 19, 2009 shall be entitled to medical insurance under the HMO option.

Section 2. The Town will provide a prescription drug program with a one (\$1.00) dollar copay provision for all employees and their dependents covered by this agreement. Effective January 1, 1999, the co-pay shall be increased to five (\$5.00) dollars. However, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted towards the employee's deductible with the Major Medical Carrier.

Prescription Co-Pay: Effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs; \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Section 3. Active members shall receive a \$2,500.00 term life insurance policy.

Section 4. 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. Any changes in the dental plan negotiated by the F.M.B.A. or P.B.A. during the term of this contract shall also apply to the Association.

Section 5. 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. The members of the unit who voluntarily participate in this program will pay fifty (50%) percent of the Annual cost as it applies to them. The Town will pay the remaining fifty (50%). This benefit will only apply to individuals who are included in the Association. The parties will make the appropriate administrative arrangement for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee only program.

Section 6. 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. Any changes in the optical plan negotiated by the FMBA or PBA during the term of this contract shall also apply to the Association. Retirees and their spouses and eligible dependents shall receive optical coverage if the employee was receiving said coverage during employment.

Section 7. Retired members who have met the requirements of Section 2 of Ordinance

1051 (attached hereto as Exhibit "A" and made a part hereof) shall receive all medical, optical, dental,
and prescription benefits that they received at the time of their retirement.

Section 8. The Town shall have the right to change carriers provided the coverage is equal or better than the existing coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult with the Association not less than thirty (30) calendar days before the effective date of any change in carrier. At the time of notice, the Town shall provide the Association the underlying Master Plan Document which contains the full details of the underlying administrative procedures, benefits, and coverage for both the current and proposed health care plans for the purpose of an independent review.

Section 9. Association members shall receive the same insurance benefits provided to members of the P.B.A. and/or the F.M.B.A.

Section 10. A surviving spouse and surviving eligible dependants of a deceased active employee of the Town entitled to medical, dental, and prescription benefits who has met the requirements of Section 2 of Ordinance 1051 (attached hereto as Exhibit "A" and made a part hereof) at the time of his death, or a deceased retired employee of the Town who was receiving medical, dental, and prescription benefits from the Town at the time of his death, shall be entitled to continuation of such medical, dental, and prescription benefits that the deceased member enjoyed at the time of his death.

#### **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**

#### <u>SALARIES</u>

- Section 1. The salaries of all employees covered by this bargaining agreement shall be established by Ordinance.
- 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 the signing of this Agreement.
  - Section 6. The parties agree that the Ordinance referred to in Section 1 reflects:

The Town of Harrison will institute a bi-weekly pay schedule. The rates of increases are as follows: effective 1/1/07 employees at maximum salary shall receive +3.5%, employees not at maximum shall receive +3.0%; effective 1/1/08 employees at maximum salary receive +3.5%, employees not a maximum should receive 3.0%; effective 1/01/09 employees at maximum shall receive 3.5%, employees not at maximum shall receive 3.0%. These terms are retroactive to presently employed on those dates and those who were employed and retired on ordinary or disability pension prior to the signing of this Agreement.

No salary increase shall be granted for the period January 1, 2010 to December 31, 2011.

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 1<sup>st</sup>. 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.

The parties further agree that the contract provision that provides salary increases to employees not at maximum shall be suspended for the period January 1, 2010 to December 31, 2011. No employee shall receive any salary increase pursuant to this program. The program shall be renewed effective January 1, 2012 but shall not provide retroactive payments for January 1, 2010 to December 31, 2011.

#### **ARTICLE XV**

#### **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 t	wenty-three (23)	Twelve	(12%)	percent
Beginning at	ycar t	wenty-four (24)	Fourteen	(14%)	percent

Longevity will be paid in regular salary payments.

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

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by count order or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be effected thereby and will continue in full force and effect.

#### **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.

Effective 1/1/98, the regular work day for Town Hall employees is to be 9:00 a.m. to 4:30 p.m. with one (1) hour for lunch; the foregoing does not change any rights that the Town has under the existing Agreement. Effective 1/1/98, the regular working hours for all other employees shall be 7:30 a.m. to 4:00 p.m. with one (1) hour for lunch; the foregoing does not change any rights that the Town has under the existing Agreement.

Employees hired on and after 1/1/97 may be assigned to a work schedule other than Monday to Friday, <u>i.e.</u>, Saturday may be an assigned regular work day with one day off during the regular week. The Town retains its right for all employees to establish a regular work week other than Monday through Friday.

Pursuant to the Management Rights set forth in Article V, the Town shall have the right to alter and/or modify the regular work schedule provided the overall annual work hours are not increased.

## 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 XX

#### GRIEVANCE AND ARBITRATION PROCEDURE

- Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.
- Section 2. Complaints may be initiated by an individual employee to the Head of

  Department or his/her Deputy. If the complaint is not adjusted satisfactorily at this stage and the

  employee wishes to enter a grievance, it shall be presented by the authorized Union representative. All

  complaints must be in writing.
- Section 3. When the Union wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:
- Step 1. The President of the Union or his/her duly authorized and designated representative shall present and discuss the grievance or grievances or ally with the Head of the Department or his/her duly designated representative within thirty (30) calendar days of the infraction. The Head of the Department shall answer the grievance or ally within five (5) workdays.
- Step 2. If the grievance is not resolved in Step 1 or if no answer has been received by Union within the time set forth in Step 1, the Union shall present the grievance within ten (10) work days in writing to the Mayor or the Mayor's designee. The presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Mayor or the Mayor's designee shall answer the grievance in writing within ten (10) workdays after receipt of the grievance setting forth the position of the Employer.
- Step 3. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Mayor or the Mayor's designee has been received by the

Union within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with the Arbitration provision, hereinafter set forth.

Section 4. Nothing herein contained is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules of the State of New Jersey.

#### **ARBITRATION**

- Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, except that termination of probationary employees shall not be subject to arbitration and the decision of the Town shall be final and not subject to Arbitration review, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.
- Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party within (30) workdays after receipt of the Step 2 decision, specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) workdays following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the grievance in the manner set forth in Rule 19:12-14, Rules and Regulations and statement of procedure of the New Jersey Public Employment Relations Commission.
- Section 3. The decision of the arbitrator shall be in writing and shall include the reasons of each finding and conclusion.
- Section 4. The decisions of the arbitrator shall be final and binding on the Union and the Employer. The Arbitrator shall be without authority to add to or subtract from the Agreement, the Arbitrator shall be without authority to hear any grievance challenging the termination of a probationary employee or an employee hired for a fixed term.
- Section 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Public

Employment Relations Commission or its rules and regulations which would in any way affect the

method of selection of an arbitrator, then in the alternative, the party demanding the arbitration shall

request the American Arbitration Association to submit a list of nine arbitrators from which the parties

may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from

the list, each party shall alternatively strike one name until but one name remains and that party shall be

the arbitrator of the issue or issues to be arbitrated.

Section 7. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear its own.

#### **ARTICLE XXI**

## **RULES AND REGULATIONS**

New work rules or modification to existing work rules shall be promulgated and posted seven (7) days before the effective date except in the case of emergency.

#### **ARTICLE XXII**

#### PERSONNEL FILES

The Town shall maintain a personnel file for each employee, and the employee's supervisor may also maintain a personnel file for employees. Upon reasonable notice, the employee may review their file on non-work time; and the employee has the right to place any answering statement in their file.

Public Safety Telecommunicators shall not have the right to place any material or statement in their files.

# ARTICLE XXIII JURY DUTY

The current practice with respect to jury duty shall be continued.

#### **ARTICLE XXIV**

#### **NON-DISCRIMINATION**

There shall be no discrimination, interference or coercion by the Employer, or any of its agents against the employees represented by the Union because of membership or activity in the union, the Union shall not intimidate or coerce employees into membership or to discriminate or harass an employee who does not join the Union. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color or origin.

#### **ARTICLE XXV**

#### **DISCHARGE OR SUSPENSION**

No employee shall be disciplined or discharged without just cause. Major discipline and/or discharge shall be appealed to Civil Service Commission; major discipline and/or discharge shall not be grievable or appealable to grievance arbitration provided in this Agreement. Minor discipline may be appealed to grievance procedure and arbitration. Termination of a probationary employee shall not be subject to the grievance procedure or to arbitration.

## ARTICLE XXVI

## MAINTENANCE OF STANDARDS

All terms and conditions of employment established in Town's Ordinances, Resolutions and Rules and Regulations not included in this Agreement shall be continued for the members of this bargaining unit.

## ARTICLE XXVII

## **VACANCIES**

If possible, the Town shall post bargaining unit vacancies seven (7) days before filling.

#### **ARTICLE XXVIII**

#### **DURATION OF AGREEMENT**

This Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. In the event a successor Agreement has not yet been renegotiated, then if the parties mutually agree, this Agreement shall remain in effect until a new Agreement has been concluded.

#### ARTICLE XXIX

#### NO STRIKE PLEDGE

The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slow down, walkout, or other action which interferes with the full and complete normal operations of the Employer.

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

TOWN OF HARRISON

HARRISON CIVIL SERVICE EMPLOYEES ASSOCIATION

Raymond J. McDonough

Mayor

Date: 03/03/13

ATTEST!

Payl J. Zarboski

Tøwn Clerk

Date: 2/3//

Patricia Keohane

President

Date:

ATTEST:

Noemia Carvalho

Noemia Carwal

1/15/2010

Secretary

Date:

## TOWN OF HARRISON COUNTY OF HUDSON ORDINANCE NO. 1051

AN ORDINANCE AMENDING ORDINANCE NOS. 289, 315, 377, 423, 425, 527, 556, 557, 560, 568, 617, 623, 626, 655, 656, 657, 662, 663,677, 702, 744, 766, 792, 794, 810, 814, 832, 851, 899, 924, 979, AND 1001 CONCERNING CIVIL SERVICE EMPLOYEES OF THE TOWN OF HARRISON, COUNTY OF HUDSON AND STATE OF NEW JERSEY, TO ESTABLISH POSITION AND TO PROVIDE SALARY INCREASES FOR EMPLOYEES OF THE TOWN OF HARRISON.

BE IT ORDAINED BY THE Mayor and Council of the Town of Harrison, County of Hudson and State of New Jersey, that:

SECTION 2: Pursuant to Title 40A:10-23, the employer assumes the entire cost of such coverage and pay all premiums for employees a. Who have retired on a disability pension, or b. who have retired after twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of service of four (4) years to twenty-five (25) years with the Town of Harrison at the time of retirement, or c. who have retired and reached the age of 65 years or older with twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of service of four (4) years to twenty-five (25) years with the Town of Harrison or d. who have retired and reached the age of 62 years or older with at least 15 years of service with the Town of Harrison, including premiums on their dependents, if any, under uniform conditions as the Mayor and Council shall prescribe. The period of time a county law enforcement officer has been employed by any county or municipal police department, sheriff's department or county prosecutor's office, may be counted cumulatively as "service with the employer" for the purpose of qualifying for payment of health insurance premiums by the county pursuant to this section.

## **EXHIBIT "A"**

# CONTRACT BETWEEN TOWN OF HARRISON HUDSON COUNTY, NEW JERSEY

and

THOMAS K. DOLAGHAN
TO SERVE AS FIRE CHIEF

JANUARY 1, 2007 - DECEMBER 31, 2011

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#### **ARTICLE 1**

- A. This contract is entered into this 19th day of May, 2010 between the Town of Harrison and Thomas K. Dolaghan hereinafter referred to as the Fire Chief.
  - B. This contract shall have a duration of January 1, 2007 through December 31, 2011.
- C. This Agreement shall be in effect for Thomas K. Dolaghan for the period of time that he holds the position of Fire Chief of the Harrison Fire Department. This Agreement shall be terminated effective immediately if the New Jersey Department of Personnel revokes, terminates or removes Mr. Dolaghan from the rank of Fire Chief. Provided further, this Agreement shall be terminated if Mr. Dolaghan is removed as Chief by the Town in accordance with the laws and procedures of the New Jersey Department of Personnel. This Agreement shall also be terminated if for any reason Mr. Dolaghan is unable to continue as Chief by reason of disability, death, incapacity not covered by the sick leave provision or any other reason.

## **ARTICLE II**

# LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law.

## **ARTICLE III**

## **OVERTIME**

The Fire Chief shall not receive overtime compensation or compensatory time or any payment at any time including but not limited to payment at time of retirement for hours of work in excess of the normal work week.

The compensatory time that the Chief has on the books from his service in the Department before his appointment to the rank of Chief shall be continued.

# **ARTICLE IV**

## **VACATIONS**

A. The Town shall maintain its existing vacation policies for the period January 1, 2007 through December 31, 2011.

The Fire Chief shall receive thirty (30) vacation days per year.

B. The Fire Chief shall receive longevity vacation days in accordance with the provision in the FMBA Agreement. The Fire Chief shall receive the same vacation policies as FMBA.

## ARTICLE Y

## PERSONAL LEAVE

The Fire Chief shall be entitled to two (2) personal days per year to be scheduled as described for vacation time in the same manner as the FMBA Agreement and the same terms as the FMBA Agreement.

## **ARTICLE VI**

## SICK LEAVE

- A. The Fire Chief shall receive the same sick leave as provided by the FMBA Agreement.
- B. The Fire Chief shall receive the same terms of terminal leave as provided in the FMBA Agreement.
- C. Upon the death of the Fire Chief if on active duty, the Tow shall pay to the spouse or estate, the monetary value of all earned vacation days, personal days, sick time and holiday pay.

## **ARTICLE VII**

#### **INJURY LEAVE**

- A. In the event the Fire Chief becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Fire Chief shall be entitled to full pay for a period of one year. If the Fire Chief exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Town in order to receive his entire salary payment.
- B. When injured while working, whether slight or severe, the Fire Chief must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Fire Chief to receive compensation under this Article.
- C. The Fire Chief shall be required to present evidence, by way of a certificate or report of a physician designated by the Town, that he is unable to work, and the Town may reasonably require the Fire Chief to present such a certificate or report from time to time.

#### **ARTICLE VIII**

#### **INSURANCE**

The Fire Chief shall receive the same Insurance benefits as set forth in the FMBA collective bargaining agreement.

Effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs, \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after the date of the Award shall be entitled to medical insurance under the HMO option.

Pursuant to ordinance numbers 1088, 1089, 1090, 1091 and 1092, it was provided that surviving spouses and surviving eligible dependents of deceased active employees of the Town entitled to medical benefits, or deceased retired employees of the Town who are receiving medical benefits from the Town, shall be entitled to continuation of the medical benefits that the deceased members enjoyed at the time of their death. This shall confirm that Department Heads have been and are covered under these ordinances as Town employees, this includes the Fire Chief who shall receive the same benefits as set forth in FMBA contract.

# ARTICLE IX

# CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY

A. The Fire Chief shall continue to receive the same clothing and maintenance allowance as the FMBA.

# **ARTICLE X**

# **HOLIDAYS**

Holiday pay is included in the Chief's base pay on the same terms as the FMBA

## ARTICLE XI

#### **FUNERAL LEAVE**

- A. The Fire Chief 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, grandparents and grandchildren.
- B. The Fire Chief 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. The Fire Chief shall be granted bereavement pay for one (1) day for the death of a grandparent-in-law provided the member is scheduled to work on the day of the wake or burial.

# **ARTICLE XII**

# **MILITARY LEAVE**

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

## **ARTICLE XIII**

#### **SALARIES**

A. There is hereby established a new salary schedule for the Fire Chief, effective January 1, 2007:

Effective January 1, 2007 \$127,172

Effective January 1, 2008 \$131,624

Effective January 1, 2009 \$136,230

Effective January 1, 2010 \$136,230

Effective January 1, 2011 \$136,230

The Fire Chief shall not be eligible for overtime pay or compensatory time.

- B. The Fire Chief shall have the same pay schedule as the FMBA
- C. Effective January 1, 2008, the Fire Chief with EMT certification shall receive a differential of 1.25%. Effective January 1, 2009 the Fire Chief shall receive the differential at the rate of 1.5%.

# ARTICLE XIV

# LONGEVITY

The Fire Chief shall receive the same longevity as provided to the FMBA.

## ARTICLE XV

# CHANGES. SUPPLEMENTS OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties. This Agreement sets forth all agreements and understandings of the parties. No oral agreement shall be binding on the parties. Any agreement of the parties must be in writing and be signed and duly authorized.

# **ARTICLE XVI**

# 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 provisions.

#### ARTICLE XVII

#### **WORKING HOURS**

- A. The Fire Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Fire Department over which he has supervisory control.
- B. The Fire Chief shall work a schedule of approximately forty (40) hours on average per week. Additionally, the Fire Chief shall work whatever additional hours as required per week to fulfill all duties of command without any additional compensation.
  - C. The Fire Chief shall not receive overtime.
- D. The Fire Chief shall not receive any time on the books for additional hours of work.
- E. The Fire Chief shall not receive any time payable at a later date for additional hours of work.
- F. The Fire Chief shall not be entitled to compensatory time for additional hours of work.

# ARTICLE XIX

## **EVALUATION**

The parties agree that the Fire Chief shall be evaluated not later than February 1st of each year with respect to his job performance during the year. The Town shall consider this evaluation when determining subsequent salary increases for the Fire Chief.

## **ARTICLE XXI**

## **DURATION OF AGREEMENT**

Subject to the provisions of Article I, this Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed.

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

TOWN OF HARRISON

Fire Chief

RAYMOND J. MADONOUGH, MAYOR

PAUL J. ZARBETSKI TOWN CLERK

Dated: 5-20-/0

Thomas K. Dolaghan

Dated: 5/19/2010

# CONTRACT

**BETWEEN** 

**TOWN OF HARRISON** 

**HUDSON COUNTY, NEW JERSEY** 

**AND** 

HARRISON FIREMEN'S

BENEVOLENT ASSOCIATION

LOCAL NO. 22

January 1, 2007 - December 31, 2011

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## **ARTICLE I**

# **ASSOCIATION RECOGNITION**

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all uniformed employees in the Fire Department of Harrison below the rank of Chief for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extent so required.

Section 2. The title "Fireman" shall be defined to include the plural as well as the singular.

## **ARTICLE II**

#### ASSOCIATION PRIVILEGES

Section 1. The President of the Association, authorized delegates and alternate delegate shall be granted time off to attend the State conventions of the New Jersey State Firemen's Mutual Benevolent Association and Fire Fighters Association of New Jersey, pursuant to N.J.S.A. 11:26C-4. In addition, the President, authorized delegates and alternate delegate of the Association shall be granted time off to attend the international convention of the International Association of Fire Fighters, AFL-CIO, pursuant to N.J.S.A. 11:26C-4. The President, one (1) delegate and alternate delegates shall be permitted to attend State, District and County meetings.

Section 2. The Town will allow the HFMBA President and the Executive Delegate reasonable time off with pay to attend related business to their official functions such as seminars, negotiations, processing of grievances, all local, county and state meetings of the affiliated organizations.

Section 3. All time granted off herein shall be without loss of pay or other benefit.

# **ARTICLE III**

# INDIVIDUAL CONTRACTS

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

# ARTICLE IV

# LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law. See, N.J.S.A. 11A:6-9, N.J.S.A. 40A:14-18, N.J.S.A. 40A:9-159.

#### ARTICLE V

#### **UNION SECURITY**

Section 1. <u>Dues Check-off</u>: The Town agrees to deduct Association dues upon receipt of written authorization from the firemen and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Firemen's Benevolent Association.

## Section 2. Representation Fee:

- A. Upon the request of the Association, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Association.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.
- C. The amount of said representation fee shall be certified to the Town by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.
- D. The Association agrees to indemnify and hold the Town harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
- E. The Town shall remit the amounts deducted to the Association together with the dues deducted pursuant to Section 1 above.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.3(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making said deductions.

## **ARTICLE VI**

#### MANAGEMENT RIGHTS

- A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are 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 VII**

## **OVERTIME**

- A. The present practice with respect to overtime compensation shall be maintained for the duration of this Agreement, except that the overtime rate shall be computed on the basis of 2080 hours per annum. Beginning January 1, 2003, overtime shall be computed at the individual's annual rate for the year in which the overtime work is performed.
- B. Overtime shall be computed at the rate of time and one-half (1/2). No overtime shall be paid for 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 normal tour of duty.
- C. The parties agree to continue to use the compensatory time in lieu of overtime payments as set forth in Sections A and B above until April 1, 2001 and used by April 2, 2002. This shall not affect the previous accrual of compensatory time.

#### ARTICLE VIII

#### **VACATIONS**

# A. Members shall be entitled to the following vacation allowance:

Fireman 5 days after six months of service
(New hires hired 10 days after two full years of service after 4/17/96) 15 days after five full years of service

Fireman 18 work days per annum

Fire Prevention Specialist 20 work days per annum

Captain 20 work days per annum

Battalion Chief 24 work days per annum

Deputy Chief 24 work days per annum

#### B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

C. New members of the Fire Department shall receive pro rata vacation for the first calendar year prorated at the rate of 1.5 days for each full month of service.

## D. Vacation Scheduling Procedure:

- 1. Vacations shall run from January 1 through December 31 of each year.
- 2. Vacations will be arranged so that every individual on the tour will, if desired, have two (2) consecutive tours of duty off from June 15 to the Wednesday following Labor Day. Vacation requests will be submitted by May 15.
- 3. Deputy Chiefs, Battalion Chiefs, Captains and Swing-Captains and Firefighters will pick their vacations by rank and then seniority within their tour. Two (2) officers must be on duty, on each tour, at all times. The Deputy Chief/Battalion Chief in charge of the tour will be responsible for arranging all vacations within the tour. Effective April 1, 2001, three (3) members will be allowed off per tour and a fourth (4) member may be permitted off upon

approval by the Chief, at the Chief's discretion, provided no overtime is created.

- 4. All vacation requests except the "designated summer vacation" will be submitted no earlier than thirty (30) days prior to the date requested.
- 5. Sick time, injury time, funeral leave, military leave and terminal leave will not affect vacation time.
- 6. During the F.M.B.A. and Relief Association convention dates, duly elected delegates will have preference for time off. If the quota within the tour is not reached, vacation requests in accordance with department policy will be honored.
- 7. Vacation requests will be submitted at least three (3) days in advance, in duplicate. A copy of the request will be returned to the applicant on his next working day, approved or disapproved. Once the vacation has been approved it cannot be canceled except by the member making the request, or the Chief of the Department in an emergency. Vacation cancellations must be submitted at least four (4) days in advance, in duplicate.
- 8. A member who is sick during his vacation may retrieve his vacation by submitting a doctor's certificate stating the date covering the illness.
  - 9. Longevity days will be handled in the same manner as vacation days.
- 10. Emergency and special leave of absence from duty shall be approved by the Chief of the Department or his designee.
- 11. a. Effective at 12:59 p.m., December 31, 2002, the retiring employees' entitlement as set forth in Section 11 above, shall be reduced to 95.75% of the actual amount.
- b. Retiring members will receive the following vacation in their last year of service:

DATE OF RETIREMENT	PERCENTAGE OF VACATION	
10/1 to 12/31	100%	
7/1 to 9/30	75%	
4/1 to 6/30	50%	
1/1 to 3/31	25%	

12. The Deputy Chief/Battalion Chief in charge of the tour will be responsible for coordinating the vacation procedure.

## **ARTICLE IX**

## PERSONAL LEAVE

Effective January 1, 1992, all Members shall be entitled to two (2) personal days, to be scheduled as described for vacation time in Article VIII, and as further agreed by the parties.

## ARTICLE X

## SENIORITY

As a Civil Service jurisdiction, the Town shall follow Civil Service law, rule and regulations defining seniority including N.J.A.C. 4A:8-2.4(a) and 27 N.J.R. 4916(a).

### **ARTICLE XI**

### **RULES AND REGULATIONS**

Section 1: The Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification by the Chief of the Department, Fire Chairman, or Town of any present rule affecting the terms and conditions of employment. Said notice to the Association shall be given no later than twenty (20) days before the effective date. In the event the Association desires to exercise its rights pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

Section 2: Grievances arising under this Article will be processed under the following expedited procedure:

The parties shall agree in advance on a panel of Arbitrators to hear cases under Article XI; the parties by joint letter shall designate these Arbitrators. If there are any vacancies in the panel, the parties shall agree on a substitute. Once an Arbitrator is notified of a case, he must schedule a hearing within ten (10) calendar days. After the hearing, the Arbitrator will render a brief award within five (5) working days. The Arbitrator will receive a flat rate of \$500.00 for all time and expenses related to the case. This single rate will be split evenly between the parties. The party wishing to invoke the expedited arbitration procedure of Article XI must notify the other party within seven (7) calendar days of the occurrence of the alleged violation.

### **ARTICLE XII**

### **INSURANCE**

Section 1A: 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 the age of 23.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after September 19, 2009 shall be entitled to medical insurance under the HMO option.

Section 1B: Effective March 1, 1983, Rider J in paragraph sub-A above shall be changed to the so-called "Super J" coverage at a cost of Two (\$2.00) Dollars per man or less per month.

Section 2: Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below. All benefits should be extended to widows of the retiree and to eligible dependents after death of the retiree or upon the death of an active firefighter employed by the Town who is eligible for retirement with at least 25 years of service as a Town firefighter or creditable pension in the PFRS.

Section 3: The Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan to be selected by the F.M.B.A. The cost outlay for the calendar year 1983 shall be 10/12ths of \$225.00, or \$187.50. The Town in its discretion may waive this cap. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000.

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

Section 5: Members shall continue to receive the same liability insurance presently in effect.

Section 6: The Town will maintain a prescription drug program, provided by the Blue Cross of New Jersey Prescription Plan, for all members of the bargaining unit including dependents on a \$1.00 co-pay basis; effective January 1, 1997, the co-pay shall be increased to \$5.00, however, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted toward the employee's deductible with the Major Medical Carrier. Effective January 1, 1995, the Rider C coverage shall be added to the insurance benefits.

Effective January 1, 2010, the prescription co-pay shall be \$5.00 co-pay for generic drugs; \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Section 7: The Town shall supply to all members all legal protection provided by New Jersey Statutes.

Section 8: Effective January 1, 1985, a medical emergency care rider will be added to the present Blue Cross/Blue Shield coverage.

Section 9: Effective July 1, 1984, those members of the bargaining unit who wish to voluntarily participate in the "Stay Well Program" may do so. The members of the unit who voluntarily participate in this program will pay 50% of the annual cost as it applies to them. The Town will pay the remaining 50%. This benefit will only apply to individuals who are included in the bargaining unit. The parties will make the appropriate administrative arrangements for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee-only program.

Section 10: Effective January 1, 1987, the Town shall provide an optical program for all members of the bargaining unit including dependents. The Town shall contribute the sum of One Hundred (\$100.00) Dollars per calendar year for this benefit. The Town in its discretion may waive this cap.

Section 11: Only full-time employees are eligible for participation in the foregoing programs; an employee must work not less than thirty (30) hours per week to be considered full-time.

Section 12: The Town retains the right to change insurance carriers provided the coverage is equal or better than the current coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult with the F.M.B.A. not less than forty-five (45) days before the effective date of any change of carrier.

At the time of notice, the Town shall provide the F.M.B.A. the underlying Master Plan Document which contains the full details of the underlying administrative procedures, benefits, and coverage for both the current and proposed health care plans for the purpose of an independent review.

## ARTICLE XIII

## UNIFORM MAINTENANCE ALLOWANCE

- A. The present practice governing uniforms shall remain in effect.
- B. The clothing purchase and maintenance allowance shall be \$625.00 per year. The clothing purchase and maintenance allowance shall be paid in one check in June of each year.

### **ARTICLE XIV**

### **HOLIDAYS**

- A. The parties agree that effective January 1, 2001, this Article shall be terminated and eliminated. Holiday pay shall be included in the members' base pay, however the inclusion of holiday pay shall not affect the salary rates that are used for the computation of overtime and terminal leave.
- B. Effective 1/01/04 Staff Officers shall be limited to three (3) days as floating holidays with pay per year; the prior practice shall be terminated 12/31/03 with respect to staff officers time off with pay for holidays.
- C. The side bar agreement of the parties with respect to holidays for staff officers shall be continued for holidays per Town employees.

### ARTICLE XV

### SICK LEAVE

- Section 1. Effective January 1, 1987, 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 (1/4) 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. During the month of March of each year, the Fire Department shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.
- E. 1. 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, if an employee is retiring and his terminal leave pay is \$15,000 or less, he will be entitled to this payment in one lump sum upon retirement. However, if the terminal leave pay is greater than \$15,000, then the retiree will receive five equal installments: The first installment will be upon retirement; the second installment will be paid one year after the effective date of retirement; and the third installment will be paid a year after the second installment. There will be no interest added. Provided further that in no event shall the first payment be less than \$15,000. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an individual's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.
- 2. Effective at 12:59 p.m., December 31, 2002, each employee shall, upon their retirement, be entitled to time off with pay, or a lump-sum cash payment at the employee's option prior to his retirement, 95.75% of one-half (1/2) of his accumulated sick leave. If a retiring employee's terminal pay is \$15,000 or less, he will be entitled to this payment in one (1) lump-sum cash payment upon retirement. However, if the terminal leave pay is greater

than \$15,000, then the retiree will receive three (3) equal cash installments: the first installment will be upon retirement; and the second installment will be paid one (1) year after the effective date of retirement; and the third installment will be paid one (1) year after the second installment. There will be no interest added. Provide further that in no event shall the first payment be less than \$15,000. If a member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an employee's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

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

### **ARTICLE XVI**

### **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 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, 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. A member shall be granted bereavement pay for one day for the death of a grandparent-in-law provided the member is scheduled to work on the day in question which must be for the wake or burial.

## ARTICLE XVII

## **MILITARY LEAVE**

Military leave shall be granted pursuant to Federal and State Law. See, N.J.S.A. 40A:9-159.

### **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 the 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 Fire Chief or his designee. The answer shall be in writing and made within three (3) days by the Fire Chief or his designee, 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 and submitted to the Chairman, Fire Committee, 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. 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 Town and the Union agree to use James W. Mastriani as the Arbitrator to hear all grievances that would be brought before 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.

- E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative, at the Association's discretion, may be present as observer at any hearing on the individual's grievance.
- F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.
- G. Investigation and processing grievances by officially designated representatives which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The representative shall provide reasonable notification to the Fire Chief or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the Fire Chief has the right to seek adjustment of appointments when the work situation warrants this.

The Association shall designate to the Town the names of the representatives who shall have the authority under this Article.

H. The employer shall process disciplinary charges within thirty (30) days from the date the employer knew or should have known of the occurrence of the infraction of the rules/regulations of the Department. Failure of the employer to process the disciplinary charges within said thirty (30) days shall be deemed to bar the employer from thereafter filing disciplinary charges; provided, however, that nothing in this section shall prohibit the employer from referring to prior similar incidents for purposes of determining an appropriate penalty. Minor (five (5) days or less) discipline may be appealed to arbitration.

### **ARTICLE XIX**

### **SALARIES**

Section 1.

A. There is hereby established a new salary schedule for the Harrison Fire Department, effective January 1, of each year as set forth opposite the titles of said positions:

	2007 3.5%	2008 3,5%	2009 3.5%	2010 3.5%	2011 3.25%
Deputy Chief	\$111,086	\$114,974	\$118,998	\$123,162	\$127,165
Battalion Chief	\$102,774	\$106,372	\$110,095	\$113,948	\$117,651
Fire Captain	\$ 94,463	\$ 97,770	\$101,192	\$104,733	\$108,137
Fire Prevention Specialist, UFD	\$ 79,415	\$ 82,194	\$ 85,071	\$ 88,048	\$ 90,910
Fire Sub-Code Official	\$ 13,947	\$14,435	\$ 14,940	\$ 15,463	\$ 15,965
	2007	2008	2009	2010	2011
Firemen Salary on Initial					
Appointment Year One		ı			
Hire/Begin (Step A)	\$30,636	\$31,555	\$32,502	\$33,477	\$34,481
Beginning Year Two	\$42,755	\$44,038	45,359	\$46,720	\$48,121
Beginning Year Three	\$51,949	\$53,508	\$55,113	\$56,766	\$58,469
Beginning Year Four	\$55,494	\$57,159	\$58,874	\$60,640	\$62,459
Beginning Year Five	\$58,536	\$60,292	\$62,101	\$63,964	\$65,883
Beginning Year Six	\$62,095	\$63,957	\$65,876	\$67,852	\$69,888
Beginning Year Seven	\$66,471	\$68,465	\$70,519	\$72,635	\$74,814
Beginning Year Eight	\$72,968	\$75,521	\$78,165	\$80,900	\$83,530

#### Section 2.

Effective January 1, 2008, all unit employees with EMT certification shall receive a differential of 1.25%, effective January 1, 2009 a differential of 1.50%; effective January 1, 2010 a differential of 1.75%, and effective January 1, 2011 a differential of 2.0%.

Emergency Medical Services: Effective 1/1/99, all unit employees shall be required to obtain and maintain EMT Certifications. Effective 1/1/99, the joint EMS stipend will be eliminated. Stipends for Emergency Medical Services shall be as follows:

	01/01/2008 Per Year	01/01/2009 Per Year	01/01/2010 Per Year	01/01/2011 Per Year
Deputy Chief	\$1107	\$1132	\$1157	\$1182
Battalion Chief	\$1107	\$1132	\$1157	\$1182
Captain	\$ 999	\$1024	\$1049	\$1074
Firefighter	\$ 285	\$ 310	\$ 335	\$ 360

This stipend shall be payable the following February from the year in which it is earned. These payments shall be one time only, not included in base salary, and not subject to longevity, overtime, or other rates. An employee who worked part of the year shall receive a pro rata stipend.

Effective January 1, 2008, firefighters who work the EMT program shall be paid \$55.00 per 24-hour period, payable in the next year after earned. Effective January 1, 2009, firefighters who work the EMT program shall be paid \$57.00 per 24-hour period, payable in the next year after earned. Effective January 1, 2010, firefighters who work the EMT program shall be paid \$59.00 per 24-hour period payable in the next year after earned. Effective January 1, 2011, firefighters who work the EMT program shall be paid \$61.00 per 24-hour period, payable in the next year after earned. This payment shall not be included in base salary, and not subject to longevity, overtime, or other rates. An employee who works part of a 24-hour day shall be paid pro rata.

### ARTICLE XX

### **LONGEVITY**

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

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

Start of twenty-three years: Twelve (12%) percent

Start of twenty-four years: Fourteen (14%) percent

Section 2. Longevity will be paid in weekly salaries.

## ARTICLE XXI

## **COURT TIME**

Members of the Fire Department who are required to attend Court and/or other agencies on Fire Department business shall receive pay for a minimum of four (4) hours at the overtime rate for said Court or agency appearance.

## ARTICLE XXII

## NON-DISCRIMINATION CLAUSE

Neither the Town nor the Association shall discriminate against any fire fighter on the basis of race, creed, color, politics, ancestry, religion, national origin, or membership or non-membership in a labor organization.

## ARTICLE XXIII

## **CHANGES. SUPPLEMENTS OR ALTERATIONS**

No change in this Agreement shall be effective unless in writing and signed by the parties.

### **ARTICLE XXIV**

## 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 provisions.

### ARTICLE XXV

### WORKING HOURS AND WORK WEEK

- Section 1. Effective January 28, 1995, the following change in working hours shall take effect and shall be from the date of signing of this Collective Bargaining Agreement.
  - A. Work Day the work day shall consist of twenty-four (24) hour consecutive duty hours.
  - B. Starting & Ouitting Times all line personnel shall start the work day at 08:00 a.m. and guit at 08:00 a.m. the following day.
  - C. Work Week the line work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, twenty-four (24) hours on duty, and so on. This work shift shall consist of forty-two (42) hours, averaged out over eight week period.
  - D. <u>Recall</u> if a member is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.
- Section 2. For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of firemen on an annual basis over the regular non-overtime hours assigned in 1974.
- Section 3. If a man is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.
- Section 4. Effective within sixty (60) days of the arbitration award dated 1/16/04, the work schedule for Staff Officers shall be four (4) ten hour days in seven (7) day cycle to include a working lunch in the same amount of length as currently provided.
- Section 5. Staff employees shall start work at 8: a.m. and end work at 6 p.m., and the staff work week shall either be Monday to Thursday or Tuesday to Friday as is currently the practice.

### **ARTICLE XXVI**

### PERSONNEL FILES

There shall be one (1) Harrison Fire Department employee file maintained and the members shall have the right to examine their files at a reasonable time. Members shall have the further right to rebut any derogatory material included in their files. Members shall be limited to reviewing their files during regular office business hours.

The contents of the personnel files shall be kept confidential. If a copy of any oral or written reprimand or derogatory material is entered into the member's file, a copy must be served on the member at the same time.

### **ARTICLE XXVII**

## **DEFERRED COMPENSATION**

The Town shall make available to all members a Deferred Compensation Program as soon as administratively possible. The plans shall be available to all members who elect to participate in the program, which shall be in compliance with Section 457 of the Internal Revenue Code and all rules and regulations. The companies authorized to offer these programs shall be mutually agreed to by the Town and the F.M.B.A.

## **ARTICLE XXVIII**

## **ACTING ASSIGNMENTS**

Effective January 1, 1993, where the Fire Chairman assigns a unit member to fill a vacancy (created by termination, death, retirement, promotion resignation or new title) in a higher rank for thirty (30) consecutive calendar days or more, the unit member acting in the higher rank shall receive acting pay at the rate of the higher rank retroactive to the first day of the thirty-day (30) period. All acting assignments shall be filled at the discretion of the Fire Commissioner.

## **ARTICLE XXIX**

## **DEATH OF A MEMBER**

Upon the death of an active member, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time, holiday pay and accrued compensatory time.

### **ARTICLE XXX**

## **RE-ASSIGNMENT OF PERSONNEL**

In the event a vacancy in any position within the Fire Department may exist or is anticipated, the Fire Chief shall notify all members. Members interested in a transfer to the vacancy posted may indicate, in writing, to the Fire Chief within five (5) days of such notice being posted.

### ARTICLE XXXI

## MAINTENANCE OF STANDARDS

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and rules and regulations of the Fire Department. Any and all present benefits which are enjoyed by employees covered by this Agreement that have not been included in this Agreement, shall be continued, if legal.

### **ARTICLE XXXII**

#### SCHEDULE CONVERSION

Due to the change in the work schedule from 10-14 shifts to a twenty-four (24) hours shifts, all provisions in this agreement such as vacation, sick leave, personal leave and compensatory time shall be charged accordingly:

A. <u>VACATIONS</u> - can be taken in the following units and charged accordingly:

ONE-HALF DAY - any five (5) hours taken from 0800 to 1800 shall be charged as a half-day vacation.

ONE-HALF NIGHT - any seven (7) hours taken from 1800 to 0800 shall be charged as a half-night vacation.

FULL DAY - ten (10) hours taken from 0800 to 1800 shall be charged as one (1) vacation day.

FULL NIGHT - fourteen (14) hours taken from 1800 to 0800 shall be charged as one (1) vacation day.

FULL SHIFT - twenty-four (24) hours taken from 0800 to 0800 shall be charged as two (2) vacation days.

- B. <u>PERSONAL DAYS</u> can be taken in the same manner as vacation days and charged as outlined in Section A above.
- C. <u>SICK LEAVE</u> a member who calls in sick for 0800 shall be charged for two (2) sick days.
  - D. <u>COMPENSATORY TIME</u> a member may take compensatory time in a minimum of one (1) hour to a maximum of twenty-four (24) hours. A member will be charged for each hour used. Compensatory time requested in units less than four (4) hours can only be granted provided no replacement overtime is needed.
  - E. STAFF VACATION INCENTIVE Effective 1/1/04, vacation for Staff Officers shall be calculated based upon the number of days set forth in Article VIII Section A times 12 hours. A vacation leave bank for each Staff Officer shall be developed setting forth each Staff member's current bank. Vacations may continue to be taken in three (3) hour increments.

## **ARTICLE XXXIII**

## **MUTUAL AID**

The Town shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident, out of performance of duty, within the Town of Harrison.

## **ARTICLE XXXIV**

## **MUTUAL SWAPS**

The parties agree to the application of the Department Mutual Swap Policy dated October 27, 1993, governing swaps: It will not be the intention of a swap to cause or generate overtime. If an individual disputes or is denied a swap, the individual may appeal to the Fire Chairman. The decision of the Fire Chairman shall be final and binding and not subject to arbitration.

### ARTICLE XXXV

### **DURATION OF AGREEMENT**

This Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed. Negotiations on a successor 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.

TOWN OF HARRISON

HARRISON FIREMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 22

Raymond McDohough, Mayor

Firemen's Representative

Toyen Clerk

setain's Representative

Deputy Chief's Representat

Harrison Firemen's Benevolent

Association President, DAVID PIZINA

Dated: 5/19/2010

sted: 5/19//

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# CONTRACT

**BETWEEN** 

**TOWN OF HARRISON** 

**HUDSON COUNTY, NEW JERSEY** 

**AND** 

HARRISON FIREMEN'S

BENEVOLENT ASSOCIATION

LOCAL NO. 22

January 1, 2007 - December 31, 2011

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## **ARTICLE 1**

## **ASSOCIATION RECOGNITION**

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all uniformed employees in the Fire Department of Harrison below the rank of Chief for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extent so required.

Section 2. The title "Fireman" shall be defined to include the plural as well as the singular.

## **ARTICLE II**

### **ASSOCIATION PRIVILEGES**

Section 1. The President of the Association, authorized delegates and alternate delegate shall be granted time off to attend the State conventions of the New Jersey State Firemen's Mutual Benevolent Association and Fire Fighters Association of New Jersey, pursuant to N.J.S.A. 11:26C-4. In addition, the President, authorized delegates and alternate delegate of the Association shall be granted time off to attend the international convention of the International Association of Fire Fighters, AFL-CIO, pursuant to N.J.S.A. 11:26C-4. The President, one (1) delegate and alternate delegates shall be permitted to attend State, District and County meetings.

Section 2. The Town will allow the HFMBA President and the Executive Delegate reasonable time off with pay to attend related business to their official functions such as seminars, negotiations, processing of grievances, all local, county and state meetings of the affiliated organizations.

Section 3. All time granted off herein shall be without loss of pay or other benefit.

## **ARTICLE III**

## INDIVIDUAL CONTRACTS

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

# **ARTICLE IV**

# LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law. See, N.J.S.A. 11A:6-9, N.J.S.A. 40A:14-18, N.J.S.A. 40A:9-159.

### **ARTICLE V**

### **UNION SECURITY**

Section 1. <u>Dues Check-off</u>: The Town agrees to deduct Association dues upon receipt of written authorization from the firemen and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Firemen's Benevolent Association.

### Section 2. Representation Fee:

- A. Upon the request of the Association, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Association.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.
- C. The amount of said representation fee shall be certified to the Town by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.
- D. The Association agrees to indemnify and hold the Town harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
- E. The Town shall remit the amounts deducted to the Association together with the dues deducted pursuant to Section 1 above.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.3(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making said deductions.

### **ARTICLE VI**

### **MANAGEMENT RIGHTS**

- A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are 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 VII

### **OVERTIME**

- A. The present practice with respect to overtime compensation shall be maintained for the duration of this Agreement, except that the overtime rate shall be computed on the basis of 2080 hours per annum. Beginning January 1, 2003, overtime shall be computed at the individual's annual rate for the year in which the overtime work is performed.
- B. Overtime shall be computed at the rate of time and one-half (1/2). No overtime shall be paid for 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 normal tour of duty.
- C. The parties agree to continue to use the compensatory time in lieu of overtime payments as set forth in Sections A and B above until April 1, 2001 and used by April 2, 2002. This shall not affect the previous accrual of compensatory time.

### **ARTICLE VIII**

### **VACATIONS**

# A. Members shall be entitled to the following vacation allowance:

Fireman 5 days after six months of service (New hires hired 10 days after two full years of service after 4/17/96) 15 days after five full years of service

Fireman 18 work days per annum

Fire Prevention Specialist 20 work days per annum

Captain 20 work days per annum

Battalion Chief 24 work days per annum

Deputy Chief 24 work days per annum

### B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

C. New members of the Fire Department shall receive pro rata vacation for the first calendar year prorated at the rate of 1.5 days for each full month of service.

## D. Vacation Scheduling Procedure:

- 1. Vacations shall run from January 1 through December 31 of each year.
- 2. Vacations will be arranged so that every individual on the tour will, if desired, have two (2) consecutive tours of duty off from June 15 to the Wednesday following Labor Day. Vacation requests will be submitted by May 15.
- 3. Deputy Chiefs, Battalion Chiefs, Captains and Swing-Captains and Firefighters will pick their vacations by rank and then seniority within their tour. Two (2) officers must be on duty, on each tour, at all times. The Deputy Chief/Battalion Chief in charge of the tour will be responsible for arranging all vacations within the tour. Effective April 1, 2001, three (3) members will be allowed off per tour and a fourth (4) member may be permitted off upon

approval by the Chief, at the Chief's discretion, provided no overtime is created.

- 4. All vacation requests except the "designated summer vacation" will be submitted no earlier than thirty (30) days prior to the date requested.
- 5. Sick time, injury time, funeral leave, military leave and terminal leave will not affect vacation time.
- 6. During the F.M.B.A. and Relief Association convention dates, duly elected delegates will have preference for time off. If the quota within the tour is not reached, vacation requests in accordance with department policy will be honored.
- 7. Vacation requests will be submitted at least three (3) days in advance, in duplicate. A copy of the request will be returned to the applicant on his next working day, approved or disapproved. Once the vacation has been approved it cannot be canceled except by the member making the request, or the Chief of the Department in an emergency. Vacation cancellations must be submitted at least four (4) days in advance, in duplicate.
- 8. A member who is sick during his vacation may retrieve his vacation by submitting a doctor's certificate stating the date covering the illness.
  - 9. Longevity days will be handled in the same manner as vacation days.
- 10. Emergency and special leave of absence from duty shall be approved by the Chief of the Department or his designee.
- 11. a. Effective at 12:59 p.m., December 31, 2002, the retiring employees' entitlement as set forth in Section 11 above, shall be reduced to 95.75% of the actual amount.
- b. Retiring members will receive the following vacation in their last year of service:

DATE OF RETIREMENT	PERCENTAGE OF VACATION		
10/1 to 12/31	100%		
7/1 to 9/30	75%		
4/1 to 6/30	50%		
1/1 to 3/31	25%		

12. The Deputy Chief/Battalion Chief in charge of the tour will be responsible for coordinating the vacation procedure.

# **ARTICLE IX**

## PERSONAL LEAVE

Effective January 1, 1992, all Members shall be entitled to two (2) personal days, to be scheduled as described for vacation time in Article VIII, and as further agreed by the parties.

# ARTICLE X

# **SENIORITY**

As a Civil Service jurisdiction, the Town shall follow Civil Service law, rule and regulations defining seniority including N.J.A.C. 4A:8-2.4(a) and 27 N.J.R. 4916(a).

### **ARTICLE XI**

#### **RULES AND REGULATIONS**

Section 1: The Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification by the Chief of the Department, Fire Chairman, or Town of any present rule affecting the terms and conditions of employment. Said notice to the Association shall be given no later than twenty (20) days before the effective date. In the event the Association desires to exercise its rights pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

Section 2: Grievances arising under this Article will be processed under the following expedited procedure:

The parties shall agree in advance on a panel of Arbitrators to hear cases under Article XI; the parties by joint letter shall designate these Arbitrators. If there are any vacancies in the panel, the parties shall agree on a substitute. Once an Arbitrator is notified of a case, he must schedule a hearing within ten (10) calendar days. After the hearing, the Arbitrator will render a brief award within five (5) working days. The Arbitrator will receive a flat rate of \$500.00 for all time and expenses related to the case. This single rate will be split evenly between the parties. The party wishing to invoke the expedited arbitration procedure of Article XI must notify the other party within seven (7) calendar days of the occurrence of the alleged violation.

### ARTICLE XII

#### INSURANCE

Section 1A: 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 the age of 23.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after September 19, 2009 shall be entitled to medical insurance under the HMO option.

Section 1B: Effective March 1, 1983, Rider J in paragraph sub-A above shall be changed to the so-called "Super J" coverage at a cost of Two (\$2.00) Dollars per man or less per month.

Section 2: Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below. All benefits should be extended to widows of the retiree and to eligible dependents after death of the retiree or upon the death of an active firefighter employed by the Town who is eligible for retirement with at least 25 years of service as a Town firefighter or creditable pension in the PFRS.

Section 3: The Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan to be selected by the F.M.B.A. The cost outlay for the calendar year 1983 shall be 10/12ths of \$225.00, or \$187.50. The Town in its discretion may waive this cap. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000.

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

Section 5: Members shall continue to receive the same liability insurance presently in effect.

Section 6: The Town will maintain a prescription drug program, provided by the Blue Cross of New Jersey Prescription Plan, for all members of the bargaining unit including dependents on a \$1.00 co-pay basis; effective January 1, 1997, the co-pay shall be increased to \$5.00, however, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted toward the employee's deductible with the Major Medical Carrier. Effective January 1, 1995, the Rider C coverage shall be added to the insurance benefits.

Effective January 1, 2010, the prescription co-pay shall be \$5.00 co-pay for generic drugs; \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Section 7: The Town shall supply to all members all legal protection provided by New Jersey Statutes.

Section 8: Effective January 1, 1985, a medical emergency care rider will be added to the present Blue Cross/Blue Shield coverage.

Section 9: Effective July 1, 1984, those members of the bargaining unit who wish to voluntarily participate in the "Stay Well Program" may do so. The members of the unit who voluntarily participate in this program will pay 50% of the annual cost as it applies to them. The Town will pay the remaining 50%. This benefit will only apply to individuals who are included in the bargaining unit. The parties will make the appropriate administrative arrangements for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee-only program.

Section 10: Effective January 1, 1987, the Town shall provide an optical program for all members of the bargaining unit including dependents. The Town shall contribute the sum of One Hundred (\$100.00) Dollars per calendar year for this benefit. The Town in its discretion may waive this cap.

Section 11: Only full-time employees are eligible for participation in the foregoing programs; an employee must work not less than thirty (30) hours per week to be considered full-time.

Section 12: The Town retains the right to change insurance carriers provided the coverage is equal or better than the current coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult with the F.M.B.A. not less than forty-five (45) days before the effective date of any change of carrier.

At the time of notice, the Town shall provide the F.M.B.A. the underlying Master Plan Document which contains the full details of the underlying administrative procedures, benefits, and coverage for both the current and proposed health care plans for the purpose of an independent review.

# ARTICLE XIII

# UNIFORM MAINTENANCE ALLOWANCE

- A. The present practice governing uniforms shall remain in effect.
- B. The clothing purchase and maintenance allowance shall be \$625.00 per year. The clothing purchase and maintenance allowance shall be paid in one check in June of each year.

## **ARTICLE XIV**

# **HOLIDAYS**

- A. The parties agree that effective January 1, 2001, this Article shall be terminated and eliminated. Holiday pay shall be included in the members' base pay, however the inclusion of holiday pay shall not affect the salary rates that are used for the computation of overtime and terminal leave.
- B. Effective 1/01/04 Staff Officers shall be limited to three (3) days as floating holidays with pay per year; the prior practice shall be terminated 12/31/03 with respect to staff officers time off with pay for holidays.
- C. The side bar agreement of the parties with respect to holidays for staff officers shall be continued for holidays per Town employees.

### ARTICLE XV

#### SICK LEAVE

- Section 1. Effective January 1, 1987, 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 (1/4) 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. During the month of March of each year, the Fire Department shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.
- E. 1. 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, if an employee is retiring and his terminal leave pay is \$15,000 or less, he will be entitled to this payment in one lump sum upon retirement. However, if the terminal leave pay is greater than \$15,000, then the retiree will receive five equal installments: The first installment will be upon retirement; the second installment will be paid one year after the effective date of retirement; and the third installment will be paid a year after the second installment. There will be no interest added. Provided further that in no event shall the first payment be less than \$15,000. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an individual's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.
- 2. Effective at 12:59 p.m., December 31, 2002, each employee shall, upon their retirement, be entitled to time off with pay, or a lump-sum cash payment at the employee's option prior to his retirement, 95.75% of one-half (1/2) of his accumulated sick leave. If a retiring employee's terminal pay is \$15,000 or less, he will be entitled to this payment in one (1) lump-sum cash payment upon retirement. However, if the terminal leave pay is greater

than \$15,000, then the retiree will receive three (3) equal cash installments: the first installment will be upon retirement; and the second installment will be paid one (1) year after the effective date of retirement; and the third installment will be paid one (1) year after the second installment. There will be no interest added. Provide further that in no event shall the first payment be less than \$15,000. If a member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an employee's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

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

### **ARTICLE XVI**

### **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 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, 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. A member shall be granted bereavement pay for one day for the death of a grandparent-in-law provided the member is scheduled to work on the day in question which must be for the wake or burial.

# ARTICLE XVII

# MILITARY LEAVE

Military leave shall be granted pursuant to Federal and State Law. See, N.J.S.A. 40A:9-159.

### **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 the 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 Fire Chief or his designee. The answer shall be in writing and made within three (3) days by the Fire Chief or his designee, 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 and submitted to the Chairman, Fire Committee, 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. 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 Town and the Union agree to use James W. Mastriani as the Arbitrator to hear all grievances that would be brought before 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.

- E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative, at the Association's discretion, may be present as observer at any hearing on the individual's grievance.
- F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.
- G. Investigation and processing grievances by officially designated representatives which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The representative shall provide reasonable notification to the Fire Chief or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the Fire Chief has the right to seek adjustment of appointments when the work situation warrants this.

The Association shall designate to the Town the names of the representatives who shall have the authority under this Article.

H. The employer shall process disciplinary charges within thirty (30) days from the date the employer knew or should have known of the occurrence of the infraction of the rules/regulations of the Department. Failure of the employer to process the disciplinary charges within said thirty (30) days shall be deemed to bar the employer from thereafter filing disciplinary charges; provided, however, that nothing in this section shall prohibit the employer from referring to prior similar incidents for purposes of determining an appropriate penalty. Minor (five (5) days or less) discipline may be appealed to arbitration.

### **ARTICLE XIX**

### **SALARIES**

Section 1.

A. There is hereby established a new salary schedule for the Harrison Fire Department, effective January 1, of each year as set forth opposite the titles of said positions:

	2007 3,5%	2008 3,5%	2009 3.5%	2010 3.5%	2011 3,25%
Deputy Chief	\$111,086	\$114,974	\$118,998	\$123,162	\$127,165
Battalion Chief	\$102,774	\$106,372	\$110,095	\$113,948	\$117,651
Fire Captain	\$ 94,463	\$ 97,770	\$101,192	\$104,733	\$108,137
Fire Prevention Specialist, UFD	\$ 79,415	\$ 82,194	\$ 85,071	\$ 88,048	\$ 90,910
Fire Sub-Code Official	\$ 13,947	\$14,435	\$ 14,940	\$ 15,463	\$ 15,965
	2007	2008	2009	2010	2011
Firemen Salary on Initial					
Appointment Year One		r			
Hire/Begin (Step A)	\$30,636	\$31,555	\$32,502	\$33,477	\$34,481
Beginning Year Two	\$42,755	\$44,038	45,359	\$46,720	\$48,121
Beginning Year Three	\$51,949	\$53,508	\$55,113	\$56,766	\$58,469
Beginning Year Four	\$55,494	\$57,159	\$58,874	\$60,640	\$62,459
Beginning Year Five	\$58,536	\$60,292	\$62,101	\$63,964	\$65,883
Beginning Year Six	\$62,095	\$63,957	\$65,876	\$67,852	\$69,888
Beginning Year Seven	\$66,471	\$68,465	\$70,519	\$72,635	\$74,814
Beginning Year Eight	\$72,968	\$75,521	\$78,165	\$80,900	\$83,530

### Section 2.

Effective January 1, 2008, all unit employees with EMT certification shall receive a differential of 1.25%, effective January 1, 2009 a differential of 1.50%; effective January 1, 2010 a differential of 1.75%, and effective January 1, 2011 a differential of 2.0%.

Emergency Medical Services: Effective 1/1/99, all unit employees shall be required to obtain and maintain EMT Certifications. Effective 1/1/99, the joint EMS stipend will be eliminated. Stipends for Emergency Medical Services shall be as follows:

	01/01/2008 Per Year	01/01/2009 Per Year	01/01/2010 Per Year	01/01/2011 Per Year
Deputy Chief	\$1107	\$1132	\$1157	\$1182
Battalion Chief	\$1107	\$1132	\$1157	\$1182
Captain	\$ 999	\$1024	\$1049	\$1074
Firefighter	\$ 285	\$ 310	\$ 335	\$ 360

This stipend shall be payable the following February from the year in which it is earned. These payments shall be one time only, not included in base salary, and not subject to longevity, overtime, or other rates. An employee who worked part of the year shall receive a pro rata stipend.

Effective January 1, 2008, firefighters who work the EMT program shall be paid \$55.00 per 24-hour period, payable in the next year after earned. Effective January 1, 2009, firefighters who work the EMT program shall be paid \$57.00 per 24-hour period, payable in the next year after earned. Effective January 1, 2010, firefighters who work the EMT program shall be paid \$59.00 per 24-hour period payable in the next year after earned. Effective January 1, 2011, firefighters who work the EMT program shall be paid \$61.00 per 24-hour period, payable in the next year after earned. This payment shall not be included in base salary, and not subject to longevity, overtime, or other rates. An employee who works part of a 24-hour day shall be paid pro rata.

## **ARTICLE XX**

# **LONGEVITY**

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

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

Start of twenty-three years: Twelve (12%) percent

Start of twenty-four years: Fourteen (14%) percent

Section 2. Longevity will be paid in weekly salaries.

## ARTICLE XXI

# **COURT TIME**

Members of the Fire Department who are required to attend Court and/or other agencies on Fire Department business shall receive pay for a minimum of four (4) hours at the overtime rate for said Court or agency appearance.

## **ARTICLE XXII**

# NON-DISCRIMINATION CLAUSE

Neither the Town nor the Association shall discriminate against any fire fighter on the basis of race, creed, color, politics, ancestry, religion, national origin, or membership or non-membership in a labor organization.

## ARTICLE XXIII

# CHANGES. SUPPLEMENTS OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties.

### **ARTICLE XXIV**

## 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 provisions.

### ARTICLE XXV

### WORKING HOURS AND WORK WEEK

- Section 1. Effective January 28, 1995, the following change in working hours shall take effect and shall be from the date of signing of this Collective Bargaining Agreement.
  - A. Work Day the work day shall consist of twenty-four (24) hour consecutive duty hours.
  - B. Starting & Ouitting Times all line personnel shall start the work day at 08:00 a.m. and quit at 08:00 a.m. the following day.
  - C. Work Week the line work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, twenty-four (24) hours on duty, and so on. This work shift shall consist of forty-two (42) hours, averaged out over eight week period.
  - D. Recall if a member is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.
- Section 2. For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of firemen on an annual basis over the regular non-overtime hours assigned in 1974.
- Section 3. If a man is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.
- Section 4. Effective within sixty (60) days of the arbitration award dated 1/16/04, the work schedule for Staff Officers shall be four (4) ten hour days in seven (7) day cycle to include a working lunch in the same amount of length as currently provided.
- Section 5. Staff employees shall start work at 8: a.m. and end work at 6 p.m., and the staff work week shall either be Monday to Thursday or Tuesday to Friday as is currently the practice.

## **ARTICLE XXVI**

## PERSONNEL FILES

There shall be one (1) Harrison Fire Department employee file maintained and the members shall have the right to examine their files at a reasonable time. Members shall have the further right to rebut any derogatory material included in their files. Members shall be limited to reviewing their files during regular office business hours.

The contents of the personnel files shall be kept confidential. If a copy of any oral or written reprimand or derogatory material is entered into the member's file, a copy must be served on the member at the same time.

## **ARTICLE XXVII**

## **DEFERRED COMPENSATION**

The Town shall make available to all members a Deferred Compensation Program as soon as administratively possible. The plans shall be available to all members who elect to participate in the program, which shall be in compliance with Section 457 of the Internal Revenue Code and all rules and regulations. The companies authorized to offer these programs shall be mutually agreed to by the Town and the F.M.B.A.

## **ARTICLE XXVIII**

## **ACTING ASSIGNMENTS**

Effective January 1, 1993, where the Fire Chairman assigns a unit member to fill a vacancy (created by termination, death, retirement, promotion resignation or new title) in a higher rank for thirty (30) consecutive calendar days or more, the unit member acting in the higher rank shall receive acting pay at the rate of the higher rank retroactive to the first day of the thirty-day (30) period. All acting assignments shall be filled at the discretion of the Fire Commissioner.

# ARTICLE XXIX

# **DEATH OF A MEMBER**

Upon the death of an active member, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time, holiday pay and accrued compensatory time.

# ARTICLE XXX

# **RE-ASSIGNMENT OF PERSONNEL**

In the event a vacancy in any position within the Fire Department may exist or is anticipated, the Fire Chief shall notify all members. Members interested in a transfer to the vacancy posted may indicate, in writing, to the Fire Chief within five (5) days of such notice being posted.

#### **ARTICLE XXXI**

# MAINTENANCE OF STANDARDS

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and rules and regulations of the Fire Department. Any and all present benefits which are enjoyed by employees covered by this Agreement that have not been included in this Agreement, shall be continued, if legal.

#### ARTICLE XXXII

#### SCHEDULE CONVERSION

Due to the change in the work schedule from 10-14 shifts to a twenty-four (24) hours shifts, all provisions in this agreement such as vacation, sick leave, personal leave and compensatory time shall be charged accordingly:

A. <u>VACATIONS</u> - can be taken in the following units and charged accordingly:

ONE-HALF DAY - any five (5) hours taken from 0800 to 1800 shall be charged as a half-day vacation.

<u>ONE-HALF NIGHT</u> - any seven (7) hours taken from 1800 to 0800 shall be charged as a half-night vacation.

FULL DAY - ten (10) hours taken from 0800 to 1800 shall be charged as one (1) vacation day.

<u>FULL NIGHT</u> - fourteen (14) hours taken from 1800 to 0800 shall be charged as one (1) vacation day.

FULL SHIFT - twenty-four (24) hours taken from 0800 to 0800 shall be charged as two (2) vacation days.

- B. <u>PERSONAL DAYS</u> can be taken in the same manner as vacation days and charged as outlined in Section A above.
- C. <u>SICK LEAVE</u> a member who calls in sick for 0800 shall be charged for two (2) sick days.
  - D. <u>COMPENSATORY TIME</u> a member may take compensatory time in a minimum of one (1) hour to a maximum of twenty-four (24) hours. A member will be charged for each hour used. Compensatory time requested in units less than four (4) hours can only be granted provided no replacement overtime is needed.
  - E. <u>STAFF VACATION INCENTIVE</u> Effective 1/1/04, vacation for Staff Officers shall be calculated based upon the number of days set forth in Article VIII Section A times 12 hours. A vacation leave bank for each Staff Officer shall be developed setting forth each Staff member's current bank. Vacations may continue to be taken in three (3) hour increments.

# **ARTICLE XXXIII**

# **MUTUAL AID**

The Town shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident, out of performance of duty, within the Town of Harrison.

#### ARTICLE XXXV

# **DURATION OF AGREEMENT**

This Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed. Negotiations on a successor 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.

TOWN OF HARRISON

HARRISON FIREMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 22

Raymond McDohough, Mayor

lyemen's Representative

Town Clerk

stain's Representative

Denuty Chiefe Revenuentative

Harrison Firemen's Benevolent

Association President, DAVID PIZINA.

Dated: 5/19/2010

Deted: 5/19/10

4

# CONTRACT

**BETWEEN** 

**TOWN OF HARRISON** 

**HUDSON COUNTY, NEW JERSEY** 

AND

HARRISON DEPARTMENT HEADS

**ASSOCIATION** 

January 1, 2007 to December 31, 2011

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# **ARTICLE I**

#### **ASSOCIATION RECOGNITION**

- Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all Department Heads, except the Police Chief and the Fire Chief of Harrison, for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by law and to the extent so required.
- Section 2. The title "Department Head" shall be defined to include the plural as well as the singular.

# ARTICLE II LEAVE OF ABSENCE

Leaves of Absence shall be granted pursuant to State Law.

# **ARTICLE III**

# **DUES CHECK OFF**

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

#### ARTICLE IV

#### **MANAGEMENT RIGHTS**

- A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are 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, to 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 Y

#### <u>VACATIONS</u>

A. All those employees serving in the capacity of Department Heads as of December 31, 1986 shall receive thirty (30) days paid vacation. Those Department Heads with 20 years or more experience with the Town shall receive an additional five (5) days vacation.

In addition to vacation days as stated above, all Department Heads shall be allowed one (1) vacation day for every five (5) years of service. (This was previously referred to as LONGEVITY.)

B. Effective January 1, 1987, all newly appointed Department Heads who are appointed as Department Heads effective after December 31, 1986 shall receive the following vacation schedule:

One (1) to Four (4) years of service - Twenty (20) work days

Five (5) to Nine (9) years of service - Twenty-two (22) work days

Ten (10) to Fourteen (14) years of service - Twenty-four (24) work days

Fifteen (15) or more years of service - Thirty (30) work days

All service to the Town of Harrison shall count for the purposes of vacation entitlement.

# ARTICLE VI INJURY LEAVE

Injury leave shall be granted according to State Law.

#### **ARTICLE VII**

#### SICK LEAVE

Effective January 1, 1987, 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 1/2) work day of sick leave for each completed calendar month of service.
- B. After one (1) full year of employment, fifteen (15) work days of sick leave, in each calendar year.
  - C. Unused sick leave shall be cumulative without limit as per Civil Service.
- D. 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 retirement, of one-half (1/2) of accumulated sick leave.
- 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 above.
- F. Effective January 1, 1990, a member retiring with fifteen thousand (\$15,000) dollars or less of terminal leave pay shall be entitled to this payment in one (1) lump sum upon retirement. However, if the retiring member's terminal leave pay is greater than fifteen thousand (\$15,000) dollars, he /she shall receive three (3) equal and annual installment payments commencing on the date of retirement. No interest shall be added to any payment. 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.
- G. Upon the death of an active member, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time and holiday pay.

#### **ARTICLE VIII**

#### **INSURANCE**

Department Heads shall receive the same insurance benefits as are enjoyed by other employees of the Town of Harrison (Police and Fire Departments, Civil Service Employees, Police Chief and Fire Chief).

The surviving spouse<sup>1</sup> and surviving eligible dependents of a deceased active member of the Harrison Department Heads Association, or a deceased retired member who is receiving medical benefits from the Town, shall be entitled to continuation of the medical benefits that the deceased member enjoyed at the time of his death.

Effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs, \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after the date of the Award shall be entitled to medical insurance under the HMO option.

<sup>&</sup>lt;sup>1</sup> The term "spouse" shall include a domestic partner, civil union partner, etc., who is entitled to receive medical benefits through the member.

#### **ARTICLE IX**

#### **HOLIDAYS**

Section 1. Department Heads shall receive the same holiday programs as previously determined by the Mayor and Council.

Section 2. In recognition of the fact that Department Heads do not receive overtime pay, attend Town meetings and other functions after regular business hours, and are on call at all times for meetings, consultation, etc., including holidays, Department Heads shall receive payment during the first week of July for thirteen (13) holidays. Said payment shall be computed by multiplying thirteen (13) times the member's average daily salary. All new members appointed during the year shall receive payment for one and one twelfth (1 1/12) day for each full month of service during the first calendar year of their appointment.

Section 3. Members shall be entitled to two (2) personal days, to be scheduled as described for vacation time, and as further agreed by the parties.

# ARTICLE X

#### **FUNERAL LEAVE**

A. A member shall be granted time off without loss of pay or benefits in the event of a death in his/her 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 an aunt, uncle, niece or nephew on the date of the funeral, if the member attends the funeral.

# ARTICLE XI

# MILITARY LEAVE

Military leave shall be granted pursuant to federal and state laws.

#### **ARTICLE XII**

#### **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 the decision on a grievance 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 Mayor. The answer shall be in writing and made within three (3) days by the Mayor, to the Association.

#### STEP TWO:

If the grievance is not settled through Step One, 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 One 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 James Mastriani. 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 Board 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.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative may be present as observer at any hearing on the individual's grievance.

#### F. WORK STOPPAGES

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.

# **ARTICLE XIII**

# **SALARIES**

A. Effective January 1, 2007, minimum and maximum salaries for unit members shall be as follows:

Titles: Construction Official/Municipal Engineer, Health Officer, Municipal Clerk, Municipal Treasurer, Superintendent of Public Works, Tax Collector

MIN.	MAX	MAX	MAX	MAX	MAX
	2007	2008	2009	<u>2010</u>	2011
65,000	121,830	126,094	130,507	130,507	130,507

B. Maximum salary shall be reached after five (5) years of service.

# **ARTICLE XIV**

# **LONGEVITY**

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

Effective January 1, 1986:

After three years:

two percent (2%)

After five years:

four percent (4%)

After ten years:

six percent (6%)

After fifteen years:

eight percent (8%)

After twenty years:

ten percent (10%)

Section 2. Longevity shall be paid in weekly salaries.

Section 3. Effective January 1, 1990, there shall be the establishment of a new longevity step starting at the twenty-third (23rd) year of service level at twelve percent (12%).

# **ARTICLE XV**

# CHANGES. SUPPLEMENTS OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties.

#### ARTICLE XVIII

#### **DURATION OF AGREEMENT**

This Agreement shall remain in effect from January 1, 2007through midnight December 31, 2011. 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 is executed. Negotiations on a successor 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.

TOWN OF HARRISON

By: Raymond J. McDonough, Mayor

Attest: Paul J. Zarpetski, Town Clerk

DATE: May 20, 2010

HARRISON DEPARTMENT HEADS ASSOCIATION

By: Elizabeth Higgins

DATE: May 20, 2010

# CONTRACT BETWEEN TOWN OF HARRISON HUDSON COUNTY, NEW JERSEY

and

DEREK J. KEARNS
TO SERVE AS CHIEF OF POLICE

JANUARY 1, 2009 - DECEMBER 31, 2011

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# **ARTICLE I**

- A. This contract is entered into this day of December, 2009 between the Town of Harrison and Derek J. Kearns hereinafter referred to as the Chief of Police.
  - B. This contract shall have a duration of January 1, 2009 through December 31, 2011.
- C. This Agreement shall be in effect for Derek J. Kearns for the period of time that he holds the position of Chief of Police of the Harrison Police Department. This Agreement shall be terminated effective immediately if the New Jersey Department of Personnel revokes, terminates or removes Mr. Kearns from the rank of Chief of Police. Provided further, this Agreement shall be terminated if Mr. Kearns is removed as Chief by the Town in accordance with the laws and procedures of the New Jersey Department of Personnel. This Agreement shall also be terminated if for any reason Mr. Kearns is unable to continue as Chief by reason of disability, death, incapacity not covered by the sick leave provision or any other reason.

# ARTICLE II

# LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law.

# **ARTICLE III**

# **OVERTIME**

The Chief of Police shall not receive overtime compensation or compensatory time or any payment at any time including but not limited to payment at time of retirement for hours of work in excess of the normal work week.

# ARTICLE IV

# **VACATIONS**

A. The Town shall maintain its existing vacation policies for the period January 1, 2009 through December 31, 2011.

The Chief of Police shall receive 29 vacation days per year.

B. Effective June 1, 2005, the existing unlimited vacation accrual program shall be discontinued. In its place there shall be a two year vacation accrual. The current amount of vacation shall be red circled. This program shall be the same terms as the P.B.A. Agreement.

# ARTICLE Y

# PERSONAL LEAVE

The Chief of Police shall be entitled to two (2) personal days per year to be scheduled as described for vacation time in the same manner as the P.B.A. Agreement and the same terms as the P.B.A. Agreement.

#### **ARTICLE VI**

#### SICK LEAVE

- A. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident injury, disability or exposure to contagious disease.
- B. In the event the Chief of Police requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.
- C. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Town may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Town may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.
- D. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.
- E. The Chief of Police shall be entitled to the same unlimited sick leave program as the P.B.A. in accordance with the statutes of the State of New Jersey.

- F. During the existence of the unlimited sick leave program the Chief shall not receive any sick leave payment or terminal leave payment for any sick days previously accrued upon retirement.
- G. The sick leave accrual shall be kept in a bank to be put on the side in case the Town reverts back to the old sick leave provision. If the Town reverts to the former program of fifteen (15) sick days per year for the P.B.A., such program shall apply to the Chief of Police including the terminal leave program on the same provisions as the P.B.A. with limitations to total payments and schedule for said payments.
- H. Upon the death of the Chief of Police if on active duty, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time and holiday pay.

#### **ARTICLE VII**

#### **INJURY LEAVE**

- A. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Chief of Police shall be entitled to full pay for a period of one year. If the Chief of Police exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Town in order to receive his entire salary payment.
- B. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
- C. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Town, that he is unable to work, and the Town may reasonably require the Chief of Police to present such a certificate or report from time to time.

#### ARTICLE VIII

#### INSURANCE

The Chief of Police shall receive the same Insurance benefits as set forth in the P.B.A. collective bargaining agreement.

Effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs, \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after the date of the Award shall be entitled to medical insurance under the HMO option.

# **ARTICLE IX**

# CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY

- A. Effective June 1, 2005, the Chief of Police shall not receive a clothing purchase and maintenance allowance.
  - B. Effective June 1, 2005, the Chief of Police shall not receive a muster allowance.

# **ARTICLE X**

# HOLIDAYS

Holiday pay is included in the Chief's base pay on the same terms as the P.B.A.

#### **ARTICLE XI**

#### **FUNERAL LEAVE**

- A. The Chief of Police 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. The Chief of Police 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. The Chief of Police shall be granted bereavement pay for one (1) day for the death of a grandparent-in-law provided the member is scheduled to work on the day of the wake or burial.

# ARTICLE XII

# MILITARY LEAVE

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

## **ARTICLE XIII**

#### **SALARIES**

A. There is hereby established a new salary schedule for the Chief of Police, effective January 1, 2009:

Effective January 1, 2009 \$154,748

Effective January 1, 2010 \$154,748

Effective January 1, 2011 \$154,748

\$154,748

The Police Chief shall not be eligible for overtime pay or compensatory time.

- B. The Chief of Police shall have the same pay schedule as the P.B.A.
- C. Effective June 1, 2005, the Chief of Police shall not receive a Firearm and Protective Equipment and Maintenance stipend.

# **ARTICLE XIV**

# LONGEVITY

Effective June 1, 2005, the Police Chief shall not receive longevity salary adjustments.

Accordingly, effective June 1, 2005 the longevity pay program shall be terminated for the Chief of Police.

# **ARTICLE XV**

# **CHANGES. SUPPLEMENTS OR ALTERATIONS**

No change in this Agreement shall be effective unless in writing and signed by the parties. This Agreement sets forth all agreements and understandings of the parties. No oral agreement shall be binding on the parties. Any agreement of the parties must be in writing and be signed and duly authorized.

# **ARTICLE XVI**

## 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 provisions.

#### ARTICLE XVII

#### **WORKING HOURS**

- A. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control.
- B. The Chief of Police shall work a schedule of approximately forty (40) hours on average per week. Additionally, the Chief of Police shall work whatever additional hours as required per week to fulfill all duties of command without any additional compensation.
  - C. The Chief of Police shall not receive overtime.
- D. The Chief of Police shall not receive any time on the books for additional hours of work.
- E. The Chief of Police shall not receive any time payable at a later date for additional hours of work.
- F. The Chief of Police shall not be entitled to compensatory time for additional hours of work.

# **ARTICLE XVIII**

# DEFERRED COMPENSATION

The Chief of Police shall be entitled to participate in the same Deferred Compensation

Program as the P.B.A. in compliance with Section 457 of the Internal Revenue Code and all rules and regulations.

- B. The Chief of Police shall also be required to provide a written report which details the information presented at the conference, including how such information presented at the conference, including how such information is valuable and useful to the Police Department.

  Such report shall also include recommendations as to how the information can be implemented for the improvement of the Police Department.
- C. The Town also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police and the International Association of Chiefs of Police. The total amount of membership dues shall not exceed \$500, unless expressly permitted by the Town.
- D. The Town agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey and are in strict compliance with the Memorandum of Understanding between the Town of Harrison and the State Division of Community Affairs and Paragraph A.
- E. The parties expressly agree that all terms of the Memorandum of Understanding between the Town of Harrison and the State Division of Community Affairs shall be incorporated by reference into this Contract and shall be a term of said Contract. Any term of this Contract that is inconsistent with the Memorandum of Understanding shall be null and void.

# ARTICLE XX

# **EVALUATION**

The parties agree that the Chief of Police shall be evaluated not later than February 1st of each year with respect to his job performance during the year. The Town shall consider this evaluation when determining subsequent salary increases for the Chief of Police.

# ARTICLE XXI

# MAINTENANCE OF STANDARDS

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and the rules and regulations of the Police Department.

#### ARTICLE XXII

# DURATION OF AGREEMENT

Subject to the provisions of Article I, this Agreement shall remain in effect from January 1, 2009 through midnight December 31, 2011. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed.

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

TOWN OF HARRISON

CHIEF OF POLICE

RAYMOND J. MODONOUGH, MAYOR

AUL . ZARBETSKI TOWN CLERK

Deted: 5/20/2010

DERBIKI, KBAKNS

Dated: 5/20/2010

# **CONTRACT**

BETWEEN

**TOWN OF HARRISON** 

**HUDSON COUNTY, NEW JERSEY** 

**AND** 

HARRISON F. O. P. LODGE 116

FRATERNAL ORDER OF POLICE

**SUPERIOR OFFICERS** 

OF NEW JERSEY

**JANUARY 1, 2007 - DECEMBER 31, 2011** 

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# ARTICLE I

## **LODGE RECOGNITION**

Section 1. The Town hereby recognizes the Lodge 116 as the sole and exclusive representative of all uniformed employees in the Police Department of Harrison for the rank of Sergeant, Lieutenant and Captain for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extent so required.

Section 2. The title "Supervisor" shall be defined to include the plural as well as the singular.

## **ARTICLE II**

#### **LODGE PRIVILEGES**

Section 1. The President of the Lodge 116, authorized delegates and alternate delegate shall be granted time off to attend the State conventions of the New Jersey State FOP to the extent required by N.J.S.A. 11:26C-4. One delegate and alternate delegate shall be permitted to attend FOP State and County meetings. The President shall be granted time off to attend State and County FOP meetings.

Section 2. The Town will allow the Lodge 116 President and the State Delegate reasonable time off with pay to attend related business to their official functions such as seminars, negotiations, processing of grievances, all local, county and state meetings of the affiliated organizations.

Section 3. All time granted off herein shall be without loss of pay or other benefit.

# ARTICLE III

# INDIVIDUAL CONTRACTS

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

# ARTICLE IV LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law.

#### ARTICLE V

#### **UNION SECURITY**

Section 1. <u>Dues Check-off</u>: The Town agrees to deduct Lodge 116 dues upon receipt of written authorization from the supervisors and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison FOP Lodge 116.

#### Section 2. Representation Fee:

- A. Upon the request of the Lodge, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Lodge.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.
- C. The amount of said representation fee shall be certified to the Town by the Lodge, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Lodge to its own members.
- D. The Lodge agrees to indemnify and hold the Town harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
- E. The Town shall remit the amounts deducted to the Lodge together with the dues deducted pursuant to Section 1 above.
- F. The Lodge shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Lodge shall be available to all employees in the unit on an equal basis at all times. In the event the Lodge fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making said deductions.

#### **ARTICLE VI**

#### MANAGEMENT RIGHTS

- A. The Lodge recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are 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:
  - 1. To direct employees of the Town;
- 2. 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;
- 3. To make work assignments, work and shift schedules including overtime assignments;
  - 4. To maintain the efficiency of the Town operations entrusted to them; and
- 5. To determine the methods, means and personnel by which such operations are to be conducted.

#### **ARTICLE VII**

## **OVERTIME**

- A. The present practice with respect to overtime compensation shall be maintained for the duration of this Agreement. The overtime rate shall be computed on the basis of 2080 hours per annum.
- B. Overtime shall be computed at the rate of time and one-half (1 2). No overtime shall be paid for 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 normal tour of duty.

#### **ARTICLE VIII**

## **YACATIONS**

# A. Effective January 1, 2005:

Sergeant

21 work days per annum

Lieutenant

22 work days per annum

Captain

23 work days per annum

# B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

C. Effective January 1, 2005, the existing unlimited vacation accrual program shall be discontinued. In its place there shall be a two year vacation accrual. The current amount of vacation shall be red circled and carried until retirement or until same is used.

# **ARTICLE IX**

# PERSONAL LEAVE

Effective January 1, 1992, members shall be entitled to two (2) personal days, to be scheduled as described for vacation time in Article VIII, and as further agreed by the parties.

### 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. During the month of March of each year, the Police Department shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.
- E. 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.
- F. 1. Effective January 1, 1990, a member retiring with fifteen thousand (\$15,000) dollars or less of terminal leave pay shall be entitled to this payment in one (1) lump sum upon retirement. However, if the retiring member's terminal leave pay is greater than fifteen thousand (\$15,000) dollars, he/she shall receive three (3) equal and annual installment payments: the first installment will be upon retirement; the second installment will be paid one year after the effective date of retirement; and the third installment will be paid a year after the second installment. There will be no interest added. Provided further that in no event shall the first

payment be less than \$15,000.00. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an individual's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

- 2. Effective at 12:59 p.m., December 31, 2002, each employee shall, upon their retirement, be entitled to time off with pay, or a lump-sum cash payment at the employee's option prior to his retirement, 95.75% of one-half (1/2) of his accumulated sick leave. If a retiring employee's terminal pay is \$15,000 or less, he will be entitled to this payment in one (1) lump-sum cash payment upon retirement. However, if the terminal leave pay is greater than \$15,000, then the retiree will receive three (3) equal cash installments: the first installment will be upon retirement; and the second installment will be paid one (1) year after the effective date of retirement; and the third installment will be paid one (1) year after the second installment. There will be no interest added. Provide further that in no event shall the first payment be less than \$15,000. If a member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an employee's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.
- G. Effective at 12:59 p.m., December 31, 2002, the retiring employees' entitlement to one-half (2) of their accumulated sick leave as set forth above shall be reduced to 95.75% of the actual amount and will not exceed fifteen thousand (\$15,000.00) per year. All other elements of this program as set forth shall be continued.

- H. Absences due to line of duty or work-connected injury will not be charged against the sick leave provided in Paragraphs A, B, C, D, E, and F.
- I. Upon the death of an active member, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time and holiday pay.
- J. Effective January 1, 2005, eliminate current set amount benefit. An unlimited sick leave program shall be created using statutory language setting the policies. There shall be a one (1) year trial period recognizing the Town's discretion to go back to the old sick leave provision. Any such decision shall not be arbitrable.
- K. During the existence of the unlimited sick leave program no sick leave payment or terminal leave payment shall be provided which use sick days currently accrued upon retirement. The existing sick leave accruals shall be kept in a bank to be put on the side in the event the Town reverts back to the old sick leave provision.

#### ARTICLE XI

#### INSURANCE

Section 1(a). 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, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after the date of the Award shall be entitled to medical insurance under the HMO option.

Section 1(b). Effective March 1, 1983, Rider J in paragraph (a) above, shall be changed to the so-called "Super J" coverage at a cost of Two (\$2.00) Dollars per man or less per month.

Section 2. Retired members shall receive Blue Cross, Blue Shield, Rider J for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 3 below.

Section 3. All members of the Harrison Police Department and their dependents shall be provided with a prescription drug program on a One (\$1.00) Dollar co-pay basis; effective January 1, 1997, the co-pay shall be increased to \$5.00, however, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted toward the employee's deductible with the Major Medical Carrier.

Prescription co-pay: effective January 1, 2010 the co-pay shall be \$5.00 co-pay for generic drugs; \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on

maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

Section 4. The Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00)

Dollars on a calendar year basis toward a dental plan to be selected by the F.O.P. The cost outlay for the calendar year 1983 shall be 10/12ths \$225.00, or \$187.50. The Town in its discretion may waive this cap. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000.

Section 5. Active members shall receive a \$2,500.00 term life insurance policy.

Section 6. Members shall continue to receive the same liability insurance presently in effect.

Section 7. The Town shall supply to all members all legal protection provided by New Jersey Statutes.

Section 8. Effective January 1, 1985, a medical emergency care rider will be added to the present Blue Cross, Blue Shield coverage.

Section 9. Effective July 1, 1984, those members of the bargaining unit who wish to voluntarily participate in the "Stay Well Program" may do so. The members of the unit who voluntarily participate in this program will pay fifty (50%) percent of the annual cost as it applies to them. The Town will pay the remaining fifty (50%) percent. This benefit will only apply to individuals who are included in the bargaining unit. The parties will make the appropriate administrative arrangement for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee-only program.

Section 10. Effective January 1, 1987, the Town shall provide an optical program for all members of the bargaining unit including dependents. The Town shall contribute the sum of One Hundred (\$100.00) Dollars per calendar year for this benefit. The Town in its own discretion may waive this cap.

Section 11. Only full-time employees are eligible for participation in the foregoing programs; an employee must work not less than thirty (30) hours per week to be considered full-time.

Section 12. The Town retains the right to change insurance carriers provided the coverage is equal or better than the current coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult with the F.O.P. not less than forty-five (45) days before the effective dates of any change of carrier.

At the time of notice, the Town shall provide the F.O.P. the underlying Master Plan Document which contains the full details of the underlying administrative procedures, benefits, and coverages for both the current and proposed health care plans for the purpose of an independent review.

Section 13. Survivor's benefits shall be consistent with the practice implemented pursuant to the Town's Ordinance.

# ARTICLE XII

# **CLOTHING PURCHASE & MAINTENANCE ALLOWANCE**

- A. The present practice governing uniforms shall remain in effect.
- B. The clothing purchase and maintenance allowance shall be \$625.00 per year. The clothing purchase and maintenance allowance and muster allowance shall be paid in one check in June of each year.
- C. Effective January 1, 2008, the annual clothing purchase and maintenance allowance shall be \$650.00 per year; effective January 1, 2009 this allowance shall be \$675.00; effective January 1, 2010 this allowance shall be \$700.00; effective January 1, 2011 this allowance shall be \$725.00.

## **ARTICLE XIII**

## **HOLIDAYS**

- A. Members shall receive, effective January 1, 1986, thirteen (13) paid holidays. The holidays shall be paid in the first week of July and shall be computed by multiplying thirteen (13) times the member's average daily salary.
- B. New members shall receive one and one-twelfth (1 1/12) day for each full month of service during the first calendar year of their appointment to be paid in the first week of December of that calendar year.
- C. The parties agree that effective January 1, 2001, this Article shall be terminated and eliminated. Holiday pay shall be included in the members' base pay, however, the inclusion of holiday pay shall not affect the salary rates that are used for the computation of overtime and terminal leave.

## **ARTICLE XIV**

#### **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, 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. A member shall be granted bereavement pay for one (1) day for the death of a grandparent-in-law provided the member is scheduled to work on the day of the wake or burial.

# ARTICLE XV MILITARY LEAVE

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

#### **ARTICLE XVI**

#### **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
  the 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 Lodge representative with the Chief of Police designated by the Town. The answer shall be in writing and made within three (3) days by the Chief of Police to the Lodge.

### 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 Lodge and submitted to the Chairman, Police Committee, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Lodge within five (5) days of submission.

#### STEP THREE:

If the grievance is not settled at Step Two, then the Lodge 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. A written answer to such grievance shall be served upon the individual and the Lodge 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 legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled through Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, the Lodge shall have the right within five (5) working days to submit such grievance to an Arbitrator. Mr. James W. Mastriani, Martin D. Scheinman, Esq. and Joel Weisblatt Esq. shall serve as Arbitrators for the duration of the Agreement. If no member of the panel is able to serve, the Arbitrator shall be selected in accordance with the rules 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 Lodge equally. The Arbitrator shall be selected in the rotation of assignment for the panel as set by Interest Arbitration Award.

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

- E. Nothing herein shall prevent any employee from processing his own grievance, provided a Lodge representative may be present at the Lodge's discretion as observer at any hearing on the individual's grievance.
- F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Lodge agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.
- G. Investigation and processing grievances by officially designated representatives which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The representative shall provide reasonable notification to the Chief of Police or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the Chief of Police has the right to seek adjustment of appointments when the work situation warrants this.

The Lodge shall designate to the Town the names of the representatives who shall have the authority under this Article.

H. The employer shall process disciplinary charges in accordance with Civil Service rules and regulations. Minor discipline may be appealed to arbitration.

## ARTICLE XVII

### **SALARIES**

### Section 1.

A. There is hereby established a new salary schedule for the Harrison Police Department, effective January 1, 2007, effective January 1, 2008, effective January 1, 2009, effective January 1, 2010, and effective January 1, 2011, as set forth below:

	2007	2008	2009	2010	2011
Police Captain	\$102,776	\$106,373	\$110,096	\$113,949	\$117,652
Lieutenant	\$ 94,464	\$ 97,771	\$101,193	\$104,734	\$108,138
Sergeant	\$ 89,821	\$ 92,965	\$ 96,219	\$ 99,587	\$102,823

Effective January 1, 2007, the Firearm and Protective Equipment and Maintenance stipend shall be 1.00%. This stipend shall be increased effective January 1, 2008 to 1.25%; January 1, 2009 to 1.5%; January 1, 2010 to 1.75%; and, this stipend shall be increased effective January 1, 2011 to 2.0%.

Section 2. The Town of Harrison shall have the right to institute the bi-weekly pay schedule.

Section 3. An employee, at his/her option, may have his/her paycheck directly deposited into the bank account of that employee's choice (direct deposit).

Section 4. The rate to be charged to outside parties for the use of Police Officers for extra-duty assignments shall be \$57.50 for all ranks, which is comprised of \$50.03 to be paid to the officer, \$3.83 for social security, etc. and \$3.64 for Town administrative costs, with the Police chief having the sole discretion as to whether prepayment is required from the outside

parties. As soon as practicable, the rate shall be increased to \$62.75; the Town shall have the right to increase the Social Security rate and the administrative cost so long as the rate received by the police officer remains unaffected. Any such changes shall be preceded by thirty (30) days notice to F.O.P.

## ARTICLE XVIII

## LONGEVITY

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

After three years:

Two (2%) percent

After five years:

Four (4%) percent

After ten years:

Six (6%) percent

After fifteen years:

Eight (8%) percent

After twenty years:

Ten (10%) percent

Start of twenty-three years:

Twelve (12%) percent

Start of twenty-four years:

Fourteen (14%) percent

Section 2: Longevity will be paid in weekly salaries.

# ARTICLE XIX

# WORK DAY

Effective immediately, the work day for all members of the bargaining unit shall be increased fifteen (15) minutes per day. The compensation for this shall be an annual stipend of \$1,000.00; this stipend shall be payable in the following June from the year that it is earned. An employee who worked part of a year shall receive a pro rata payment.

# ARTICLE XX

# **COURT TIME**

Members of the Police Department who are required to attend Court and/or other agencies on Police Department business shall receive pay for a minimum of four (4) hours at the overtime rate for said Court or agency appearance.

### **ARTICLE XXI**

## **ASSIGNMENT OF PERSONNEL**

- A. Effective January 1, 1993, where the Police Chairman assigns a unit member to fill a vacancy (created by termination, death, retirement or promotion) in a higher rank for thirty (30) consecutive calendar days or more, the unit member acting in the higher rank shall receive acting pay at the rate of the higher rank retroactive to the first day of the thirty (30) day period. All acting assignments shall be filled at the discretion of the Police Chairman.
- B. In the event a vacancy in any position within the Police Department may exist or is anticipated, the Police Chairman shall notify all members. Members interested in a transfer to the vacancy posted may indicate, in writing, to the Police Chairman within five (5) days of such notice being posted.

## **ARTICLE XXII**

# NON-DISCRIMINATION CLAUSE

Neither the Town nor the Lodge shall discriminate against any police officer on the basis of race, creed, color, politics, ancestry, religion, national origin, or membership or non-membership in a labor organization.

# **ARTICLE XXIII**

# CHANGES. SUPPLEMENTS OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties.

# **ARTICLE XXIV**

# 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 provisions.

## ARTICLE XXV

### **WORKING HOURS**

Section 1: For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of superiors on an annual basis over the regular non-overtime hours assigned in 1974.

Section 2: If a man is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.

Section 3: The Memorandum of Agreement concerning the work schedule shall be incorporated into the Agreement. In the event that the Town decides to change, alter, or modify the current work schedule, the Town must provide the F.O.P. with no less than twenty-one (21) days notice before making such change, except in the case of emergency.

## **ARTICLE XXVI**

# PERSONNEL FILES

- A. There shall be one (1) Harrison Police Department employee file maintained and the members shall have the right to examine their files at a reasonable time. Members shall have the further right to rebut any derogatory material included in their files. Members shall be limited to reviewing their files during regular office business hours.
- B. The contents of the personnel files shall be kept confidential. If a copy of any oral or written reprimand or derogatory material is entered into the member's file, a copy must be served on the member at the same time.

## **ARTICLE XXVII**

## **DEFERRED COMPENSATION**

The Town shall make available to all members a Deferred Compensation Program as soon as administratively possible. The plans shall be available to all members who elect to participate in the program which shall be in compliance with Section 457 of the Internal Revenue Code and all rules and regulations. The companies authorized to offer these programs shall be mutually agreed to by the Town and the Lodge 116.

# **ARTICLE XXVIII**

# MAINTENANCE OF STANDARDS

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and the rules and regulations of the Police Department. Any and all present benefits which are enjoyed by employees covered by the Agreement, that have not been included in this Agreement, shall be continued, if legal.

### **ARTICLE XXIX**

#### **BILL OF RIGHTS**

- A. Any employee who is being questioned by a Superior Officer on a matter, which could lead to the discipline of said employee, shall, at his/her request, have the right to have a FOP representative present during such questioning.
- B. Any employee who is or may be the subject of a criminal investigation or recipient of criminal charges shall be given all rights due to any and other citizen under the same circumstances.
- C. The questioning of an employee shall be done at a reasonable hour, preferably when the employee is on duty. An employee who is called into work on his off-duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job-related questions, or to be present or participate in any sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.
- D. If a verbatim record is being made of the questioning, either via stenographer, court reporter, or electronic recording device, the employee shall be so informed and shall be permitted, upon his request, to have a copy of said record.
- E. Nothing shall be placed in an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The employee shall have the right to attach and have become considered as part of the original document, such response or rebuttal as the employee may deem as necessary.

# ARTICLE XXX

### **DURATION OF AGREEMENT**

This Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed. Negotiations on a successor 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.

TOWN OF HARRISON	HARRISON F.O.P. LODGE 11		
<b>N</b> 1 61 67			
Raymond McDonough, Mayor	David Nankivell President, FOP LODGE 116		
Attest:			
Paul J. Zarbetski Town Clerk			
Dated:	Dated:		