

TOWNSHIP OF HARDING

AND

**HARDING TOWNSHIP POLICEMAN'S
BENEVOLENT ASSOCIATION LOCAL
340**

COLLECTIVE NEGOTIATIONS AGREEMENT

January 1, 2021 through December 31, 2025

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POLICEMEN'S BENEVOLENT ASSOCIATION 340
2021-2025

This Agreement made and entered into as of this 5th day of April, 2022, by and between:

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

WITNESSETH:

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

WHEREAS, Harding Township recognized the said Representative for the patrolmen and sergeants of the Harding Township Police Department; and

WHEREAS, in consideration for the services performed by the members of the Police Department a contract was negotiated;

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

SECTION I

APPLICABILITY

The provisions of this Agreement shall apply only to full-time sworn law enforcement officers up to and including the rank of Sergeants of the Harding Township Police Department.

SECTION II

SALARY

A. Salaries for full time Police Officers and Sergeants shall be as set forth in accordance with the schedules on page 4 below.

B. At the sole discretion of the Township, a newly hired officer may be placed on the salary guide commensurate with their prior experience.

C. Each step represents one year in grade. All Police Officers presently employed by the Harding Township Police Department shall be eligible to move up in grade on their anniversary date, provided that each officer has successfully met the requirements of their position as defined in the Harding Township Police Department's policies and procedures.

Patrol:					
Step	2021	2022	2023	2024	2025
Probation	\$46,236	\$47,276	\$48,340	\$49,428	\$50,540
1	\$51,601	\$53,149	\$54,815	\$56,045	\$57,305
2	\$56,967	\$59,028	\$61,288	\$62,664	\$64,073
3	\$62,333	\$64,907	\$67,761	\$69,283	\$70,841
4	\$67,699	\$70,786	\$74,234	\$75,902	\$77,609
5	\$73,065	\$76,665	\$80,707	\$82,521	\$84,377
6	\$78,431	\$82,544	\$87,180	\$89,140	\$91,145
7	\$83,797	\$88,423	\$93,653	\$95,759	\$97,913
8	\$89,163	\$94,302	\$100,126	\$102,378	\$104,681
9	\$94,529	\$100,181	\$106,599	\$108,997	\$111,449
10	\$99,895	\$106,060	\$113,072	\$115,616	\$118,217
11	\$105,261	\$111,939	\$119,545	\$122,235	\$124,985
12	\$110,627	\$117,818	\$126,018	\$128,854	\$131,753
13	\$115,993	\$123,697	\$132,492	\$135,473	\$138,521
14	\$121,359	\$129,576			
15	\$126,725				
Sergeant:					
Step	2021	2022	2023	2024	2025
1	\$129,894	\$132,817	\$135,805	\$138,861	\$141,985
2	\$133,063	\$136,057	\$139,118	\$142,248	\$145,449
3	\$136,232	\$139,297	\$142,431	\$145,636	\$148,913

SECTION III

LONGEVITY INCREMENT AND INCREMENT FOR ACTING SUPERVISORY CAPACITY

A. Longevity Increment

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

1. Members hired on or prior to December 31, 2016:

Years of Service	Longevity Non- Pensionable
5-8	3.00%
9-12	3.25%
13-15	3.50%
16-24	3.75%
25+	4.00%

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

2. Members hired on or after January 1, 2017:

Years of Service	Longevity
	Non-Pensionable
5-8	2.5%
9-12	2.75%
13-15	3.00%
16-24	3.25%
25+	3.50%

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

3. Members hired after December 31, 2021 shall not be eligible to receive longevity.

B. Increment to Members acting in Supervisory Capacity

The Township recognizes that an Officer is the senior officer on many shifts, and in such cases, an Officer acts in a supervisory capacity. Since an Officer is used in a supervisory capacity on more than an occasional basis, each Officer who acts in such a supervisory capacity shall receive the salary of a step one sergeant (the lowest supervisory position) for those hours worked in that capacity on a shift or shifts.

SECTION IV

VACATION

All members of the Harding Township Police Department, under this Agreement, shall be entitled to vacation as follows (the scheduling shall be subject to the discretion of the Chief of Police):

First Partial Calendar Year in which the member was hired.	Eight (8) hours for each month of service up to a maximum of eighty (80) hours
First Full Calendar Year through Fourth Completed Calendar Year	Eighty (80) hours
Fifth full Calendar Year through Ninth Completed Calendar Years	One hundred twenty (120) hours
Tenth full Calendar Year through Fourteenth Completed Calendar Years	One hundred sixty (160) hours
Fifteenth full Calendar Year through More Completed Calendar Years	Two hundred (200) hours

SECTION V

HOLIDAYS

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

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

Effective January 1, 2005, holiday pay was included in the base salary.

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

SECTION VI

SICK LEAVE

A. The members of the Harding Township Police Department shall be entitled to compensable sick leave of one hundred forty-four (144) hours per year to be cumulative up to a maximum of two thousand four hundred (2,400) hours. If any member of the Police Department incurs a severe disability which, under extenuating circumstances, requires absence from duty beyond his then accrued sick leave, the Chief of Police will have the right to recommend to the Township Administrator an additional leave of absence with pay, not to exceed two hundred eight-eight (288) hours, such days to be deducted from the member's future sick leave allotment. The Township Administrator will consider such recommendation and endeavor to act favorably for it, to the extent necessary to supplement any insurance benefits. Sick leave is to be used exclusively for sickness. Doctor's certification shall be provided if requested at the discretion of the Township.

B. Each member shall be allowed to transfer from their accrued sick leave up to a maximum of ninety-six (96) hours for a medical condition to another member who has exhausted their entire bank of time.

C. Sick leave, not to exceed forty-eight (48) hours per year, may be utilized to care for sick family members. Family members are defined as immediate family living within the officer's household.

D. Termination Leave Payment for Accrued Sick Leave

1. Those members who retire having attained the required years of service, upon retirement shall be eligible to receive eight (8) hours, at the officer's then rate of pay, for every twenty-four (24) hours of accrued unused sick leave based on the accrual rate of a maximum of one hundred forty-four (144) hours per year up to a maximum of two thousand four hundred (2,400) hours.

2. Eligible members will have the option of receiving the terminal leave payment in a lump sum amount upon retirement or as leave time off from duty, such time being utilized immediately prior to the member's date of retirement.

3. A member shall make every effort to advise the Police Chief and Township Administrator of his intention to retire prior to the start of the calendar year in which retirement will be effective.

4. A member who retires prematurely on disability pension under Police and Firemen's Retirement System guidelines, shall be exempt from the attainment of the service requirement set forth in Section VI (D) (1).

SECTION VII

BEREAVEMENT AND PERSONAL LEAVE

A. Every member shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the member attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.

B. Every member shall be entitled to three (3) days off with pay on the days immediately following the death of mother, father, sisters, brothers, mother-in-law or father-in-law providing the member attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.

C. Every member of the representative covered by this contract shall be entitled to one (1) day off with pay following the death of brother-in-law, sister-in-law, nephews, nieces, stepfather, stepmother, grandfather, grandmother, aunt, or uncle, providing the member attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.

D. Every member shall be entitled to twenty-four (24) hours of personal leave per year without the need to give a reason. In addition, every member shall be entitled to personal leave hours, on the basis of need, at the discretion of the Chief of Police.

SECTION VIII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a Police Officer or Sergeant, or the PBA, the Township Committee, Township Administrator, or the Chief of Police based upon interpretation, application, or violation of this agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Police Officer" is a full time officer, including Sergeant, in the Harding Township Police Department.

5. The "PR & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. Purpose

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

The failure to appeal a grievance to the succeeding step of the grievance procedure

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

C. Grievance

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

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

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

Third (a): If the grievance is not settled at the second step the grievant or the PR&R Representative from the PBA may make written request or a third step meeting within

twenty (20) days after the answer to the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Township Committee shall set a meeting within five (5) working days after the request, or for such other time that is mutually agreeable. Said third step meeting shall be between the Township Committee and the grievant with the PBA Representative. The Township's answer to the third step shall be delivered to the PBA within (5) working days after the meeting.

(b) A PBA member disciplined, may, at his option, proceed initially to the third step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Township Committee within five (5) working days after the discipline or the option under this section shall be deemed waived. The third step grievance meeting or disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

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

(a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by the aggrieved party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

(b) The Arbitrator so selected shall confer with the representatives of the Township Committee and the PR&R Committee and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Township Committee and the Representative and shall be binding on the parties.

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

SECTION IX

WORK WEEK, COMPENSATORY TIME, EARNED TIME, CALLOUT TIME, OVERTIME AND TIME OFF

A. Work Schedule

1. The Harding Township Police Department shall work a 4/4 twelve (12) hour

schedule, which is based upon a sixteen (16) day work period consisting of four (4) consecutive twelve (12) hour days on duty followed by four (4) consecutive days off. Shifts are defined as 7:00 a.m. to 7:00 p.m. for the day shift and 7:00 p.m. to 7:00 a.m. for the night shift. Said schedule shall consist of rotating shifts where a member rotates their shift after two (2) cycles of each shift. All time worked in excess of said schedule will be compensated at time of one and one-half rates. A member may have their shift start and stop time adjusted to accommodate Departmental needs, with the agreement of the member and the Chief of Police. There may be times when the work schedule of a member may be temporarily altered, with the agreement of the member and Chief of Police, every three (3) months.

2. The Chief of Police shall determine the manning levels (that is, the exact number of police officers and sergeants of the Patrol Force) for each of the two (2) shifts and squads that are necessary for the 4/4 twelve (12) hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.

3. Each Officer when working the 4/4 twelve (12) hour schedule shall receive 116 hours (at straight time) of owed time, which must be used within each calendar year and shall not accumulate.

B. Overtime

1. Overtime compensation shall be earned when a member working the twelve (12) hour schedule (Section IX, A1), works in excess of twelve (12) hours in any one (1) day and/or more than ninety-six (96) hours in any sixteen (16) day work cycle.

2. If a member has agreed upon a temporary schedule with the Chief of

Police, overtime compensation shall be earned when that member works in excess of the scheduled work day and/or more than forty (40) hours in a calendar week.

3. The hourly rate shall be calculated by dividing the annual salary by two thousand eighty (2,080) hours.

4. As of January 1, 2022, members shall not be permitted to accumulate more than 480 hours of compensatory time. By each year's end, a maximum of 40 hours can be rolled into the following year's compensatory time bank. If a member has more than 40 hours of compensatory time by each year's end, it shall be paid out by the township at the rate which it was earned. If a member chooses to carry over any compensatory time up to the 40 hour maximum, these hours must be used prior to the year's end or they will be paid out by the Township at the rate which they were earned. All hours accumulated prior to January 1, 2022 shall, at the officer's discretion, be banked in a separate earned time bank or paid at the officer's current rate of pay. Earned time cashed in shall be paid at the current rate of pay at the time of request. Any hours either paid or used from the pre-1/1/22 earned time bank shall not be replenished.

5. Call out: a minimum two hour call out shall be paid at the officer's current overtime rate for any hours worked fewer than two hours. Any overtime worked more than two hours will be paid for those hours worked. If the call out time is less than two hours but consecutive to the Officer's scheduled shift, the minimum call out time does not apply.

C. Training

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

2. Elective schooling, or that schooling which is not mandated by the Chief

of Police, shall not be covered by this section.

3. At the discretion of the Chief of Police, a member working the 4/4 twelve (12) hour schedule may be temporarily placed on a 5/2 (8-hour day), 40-hour workweek schedule for training purposes when said training exceeds a four (4) day period.

D. Meal Time/ Break Time

1. Because payment for meal periods is included in the standard workday, the Township is not liable for any additional compensatory time. One thirty (30) minute meal period and one ten (10) minute break period shall be permitted during each six (6) hour segment during the tour of duty. The meal and/or break period shall be non-continuous, subject to call, and are included in the workday. Meal and/or break periods will be authorized by the shift commander or supervisor.

E. Schedule

1. The monthly work schedule shall be posted by the 15th of the preceding month. Any changes of said work schedule with less than fourteen (14) calendar day notice shall require all changed work time to be paid at the overtime rate.

2. If the Chief of Police intends to switch any member, within the twelve (12) hour schedule, for the purpose of reassigning partners, written notice shall be provided at least sixty (60) days prior to the switch, except in the event of an emergency or extenuating circumstances, in order to ensure efficient operation of the Department.

3. Scheduling of vacation, compensatory, earned time and owed time shall be subject to the approval of the Chief of Police. No vacation, compensatory, earned, or owed time off shall be granted if it results in a reduction of the minimum staffing levels, unless specifically approved by the Chief of Police.

F. An officer who resigns, retires, or is terminated from his/her employment shall be paid for their accrued vacation, personal and owed time on a pro-rated basis. An officer who resigns, retires, or is terminated who has used more than the pro-rated amount of leave for that year must reimburse the Township for the pro-rated unearned vacation, personal or owed time. The value of the used unearned time will be deducted from the officer's final paycheck.

G. No vacation time, owed time, or compensatory time off will be approved for use during the PBA convention period (September through November inclusive) until the PBA notifies the Chief of Police of the names and dates when PBA members will attend the PBA convention.

H. Members covered by this contract shall make vacation requests for summer vacation periods (June 1 – Labor Day) by April 1 of each year. The department shall respond to all requests not later than May 1 of said year. A member who makes a summer vacation request after April 1 will not have seniority considered, however, all efforts will be made to accommodate such late requests.

I. A maximum of 48 hours of vacation can be carried over into the next calendar year. Time carried over must be used no later than May 1 of the following year.

SECTION X

INSURANCE

High Deductible Health Insurance Plan/ Direct Access Network				
Deductible	Single		Family	
	\$1,500		\$3,000	
- Deductible Obligation	Member	Township	Member	Township
		\$1,500	\$0.00	\$3,000

Co-Insurance (Rx only)	Single		Family	
	\$3,500		\$7,000	
- Co-Insurance Obligation	Member	Township	Member	Township
	\$0.00	\$3,500	\$0.00	\$7,000
Out-of-Network Maximum	Member	Township	Member	Township
	\$0.00	\$10,000	\$0.00	\$20,000

A. Health Insurance

1. All active members shall be enrolled in the high deductible insurance plan.

(See Attachment 1)

2. Beginning January 1, 2006, any member who can show they have coverage(s) through another source may opt out of Township coverage(s) by providing proof of such coverage(s) pursuant and subject to the State guidelines set forth in N.J.S.A 40:A:10-17.1. Each employee who opts out shall receive payment of 25% of the premium saved, less the health coverage contribution or \$5,000, whichever is less. These payments shall be made at the end of each quarter coverage is not provided by the Township. Forms to opt out will be available through the Payroll & Benefits Administrator's office.

3. The Township can change health insurance carriers as long as it is equal to or better than this plan.

4. Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011. The contribution charts are attached hereto as Attachment 2.

B. Dental Insurance

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

employee.

C. Section 125 Plan

Members are eligible to participate fully in the Township's Section 125 Plan as outlined in the Plan Documents and the Township's adopted Policies and Procedures Manual.

D. Health Savings Account

Members are eligible to establish a Health Savings Account. The Township will match an Officer's contribution up to 50% (dollar for dollar) of the maximum allowable under Federal Law in 2021, 2022, 2023, 2024, and 2025. The maximum Township match will be limited to the amount allowable within each calendar year. The Township will not match a contribution made to a prior year. This contribution by the Township shall cease if the Township switches carriers to the State Health Benefits Plan.

E. Upon the death of an active member or retiree, the Township of Harding will pay premiums for the spouse and minor children for 18 months or when the spouse becomes covered by other insurance, whichever is earlier.

F. The Township will reimburse the member and spouse for gym membership in an amount up to \$20 per month per person. Reimbursement will be paid by the Township twice per year, on July 1 and December 1. Prior to reimbursement, member and spouse must submit documentation that gym memberships were maintained. Required documentation must be submitted prior to June 1 and prior to November 1.

SECTION XI

UNIFORM ALLOWANCE

Effective January 1, 2009, the uniform allowance will be included in base salary.

SECTION XII

COLLEGE CREDITS

A. Tuition Reimbursement:

Subject to the conditions and limitations set forth below, the Township will reimburse a percentage of the tuition costs to full time members of the Police Department who enroll in accredited, college level courses, provided that the course is needed to obtain a degree in any of the following fields of study: Police Science; Criminal Justice; Psychology; Sociology; Public/Government Administration or Service; Human Resources; Business Management and any other fields of study as may be determined in advance by the Personnel Subcommittee in its sole discretion. All tuition reimbursement must be pre-approved by the Personnel Subcommittee, in conjunction with the Appropriate Authority, and shall be capped at the credits necessary to obtain stated degree.

Members should submit proposals for tuition payment that demonstrate (explain) in writing why the course is needed for the degree being sought. This shall be put in the context of a member's comprehensive education plan. This plan shall be developed in conjunction with the member's immediate supervisor. The member's immediate supervisor shall provide a letter of support/endorse/sign off on the plan as appropriate.

Should the total pre-approved requests for reimbursement exceed the budget the Township Committee has established for tuition reimbursement, the Personnel Subcommittee, in conjunction with the Appropriate Authority, will prioritize the requests and may deny, defer, or opt to partially fund a pre-approved request. For example, if a member

requests reimbursement for two classes, in order to allow other members access to this benefit within the constraints of the budget, the Committee may only approve one class for that budget year.

In order to provide for adequate budget planning, members should submit their written request for pre-approval of course work and tuition reimbursement to the Township Administrator no later than September 1 for consideration and inclusion, if approved by the Personnel Subcommittee, in the budget for the following year. All reimbursements are subject to sufficient budget appropriations. Approval of requests submitted after September 1 is subject to availability of funds.

Township reimbursement will be based on the per credit rate in effect at Rutgers, the State University, at the time the course is taken or actual per credit charges, whichever is less.

The Township's contribution shall be based on the following schedule. The college tuition reimbursement will be a percentage of the net cost to the employee less any scholarship or other financial assistance available to the employee as follows:

College Tuition Reimbursement Schedule

Course Grade of "C" = 50% of Tuition Cost

Course Grade of "B" = 75% of Tuition Cost

Course Grade of "A" = 100% of Tuition Cost

Members will also be eligible for reimbursement of up to \$100 for books required for each approved class. All reimbursements are subject to submission of appropriate documentation of costs.

The reimbursement must be repaid if the employee leaves Township of Harding employment within twelve (12) months of receipt of such reimbursement.

B. Stipends for College Degrees:

1. Members who have received an Associate's or Bachelor's Degree from an accredited college in any of the fields of study described in the first paragraph under "Section XII (A)" above shall be entitled to the following annual stipend:

The stipends shall not be cumulative (for example, someone who has both an Associate's Degree and a Bachelor's Degree, or has multiple Bachelor's Degree, shall receive only one annual stipend).

ASSOCIATE'S	BACHELOR'S
<i>\$2,500</i>	<i>\$3,500</i>

Employees who receive tuition reimbursement for a course of study described in Section XII (A) will not receive a stipend for that degree. For example, an employee who does not receive tuition reimbursement for an Associate's Degree, but does receive tuition reimbursement in any of the fields of study described in Section XII (A) from an accredited college, will only receive an annual stipend for the Associate's Degree.

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

SECTION XIII

MANAGEMENT RIGHTS

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

All members of the Harding Township Police Department shall be subject to emergency call to duty, at the discretion of the Chief of Police or designee, or the Chief Administrative Officer or designee of the Township if the Chief of Police is not available.

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

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The Township agrees that all terms and conditions of employment relating to the status of its Police

Officers shall be maintained at the same or substantially equivalent standards in effect as specified in the parties' Agreement.

SECTION XIV

ALTERATION OF AGREEMENT CLAUSE

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

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

SECTION XV

PHYSICAL EXAMINATIONS

All members of the Harding Township Police Department will be given yearly physical examinations by the designated Department physician. Also, each member, upon request, shall receive a copy of the results of his respective examination or have same forwarded to a physician of his choosing.

SECTION XVI

RETIREMENT

Health benefits shall be provided for PBA Local 340 unit members (a) who retire with twenty-five (25) years or more of service credit in the Police and Firemen's Retirement System (PFRS) and at least fifteen (15) years of actual service to Harding Township or (b) have been awarded any PFRS Disability pension. Said disability must meet the criteria for disability retirement under the PFRS and be to the satisfaction of that body. An eligible spouse/dependent is a spouse/dependent at the time a qualified PBA member retires. Anyone hired on or after July 1, 2013, shall not be afforded the retiree benefits described in the paragraphs below. The following persons shall, effective January 1, 2021, contribute a total of \$1,800.00 annually for their retiree health, prescription, dental and life insurance benefits: Thomas Downs; Patrick Christel; Louis Pirrello; David Achenbach; Stephen DeVries; Ian Persson; and David Selecky. The final total payment is due before June 30.

A. Benefits Prior to Medicare Eligibility:

The Township shall continue to satisfy the cost of all post-retirement health, prescription, dental and life insurance benefits in effect at the time of the eligible member's retirement for said member and his/her eligible dependents. This is to be received until such time as said member is eligible for Medicare. The Township can change health insurance carriers as long as it is equal to or better than the current plan. Current retirees will remain in the existing plan with the reimbursement fund.

B. Benefits After Employee Becomes Eligible for Medicare:

1. At the time member is eligible for Medicare, said member shall assume all costs related to said enrollment and continued participation in this Federal program. In the event an eligible spouse is not enrolled in Medicare, he/she shall remain in the Township's insurance plan at no cost until he/she is eligible for Medicare.

2. Upon enrollment in the Medicare program, the retiree shall have the option of purchasing a supplementary Medigap policy. The Township shall reimburse said retiree the cost for the purchase of the aforesaid Medigap policy in the following amounts:

- For calendar year 2021 \$240 per individual (i.e., retiree as well as eligible spouse) per month
- For calendar year 2022 the Township's reimbursement for the cost of a Medigap policy shall be \$290 per individual per month. For calendar year 2023 and thereafter the Township's reimbursement for the cost of a Medigap policy shall be \$340 per individual per month.

3. The entitlement to the aforesaid reimbursement shall only apply to retirees who: (a) retired after twenty-five (25) years or more of PFRS service credit, as well as fifteen (15) years of actual service to the Township; or (b) retired on a PFRS Accidental Disability pension.

4. Any and all entitlement to reimbursement for optional Medigap policy shall be satisfied by the Township within forty-five (45) days of submittal of the appropriate documentation by the retiree.

5. Upon enrollment in Medicare, the retiree (and eligible spouse) shall continue to be provided prescription coverage under the Township's group policy. The prescription co-pay for these retirees shall be \$7.00 for brand name prescriptions and \$5.00 for generic prescriptions.

6. Notwithstanding the retiree's enrollment in Medicare, he/she (and eligible spouse/dependent) shall continue to be provided dental coverage pursuant to the Township's group policy.

7. Life insurance benefits shall continue to be provided by the Township at no cost to the retiree, even after becoming eligible for Medicare, regardless of the retiree's eligibility for the Medigap reimbursement described in Paragraph 2 above.

8. Effective January 1, 2021, the Township shall contribute a maximum of \$3,000 annually into an HRA account for each retired member for the purpose of covering the officers' deductible. Any unused HRA balance from the prior year shall be returned to the Township. Effective January 1, 2021, except for the annual \$3,000 contribution set forth above, the Township's contribution to Thomas Downs' HSA account shall cease and not be reinstated in the future. If at any point in the future the Township enrolls in the State Health Benefits Plan, HRA contributions towards the retiree's deductible will cease; however, HRA accounts for all retired employees will be continued by the Township, in order to satisfy prescription and out-of-pocket costs, as specified in Section X. If the Township decides at any time in the future to enroll in the State Health Benefits Plan the PBA shall on behalf of all current and future active and retired police officers waive any and all claims, grievances, lawsuits or the like challenging the move into the State Health Benefits Plan.

9. The PBA has agreed to withdraw its "Thomas Downs" grievance with prejudice and to waive any and all claims based upon the same assertions made in the Downs grievance. Excluding the annual \$1,800.00 retiree contribution, the Township will reimburse Thomas Downs and Patrick Christel for the remaining balance of their Tier 4 contributions for calendar year 2021 and moving forward only.

SECTION XVII

PERSONAL EQUIPMENT

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

SECTION XVIII

SENIORITY

Seniority is based on time in service as a Harding Township Police Officer. For those officers with the same time in service, the Township shall designate the seniority of these

officers based on a standard control. For example, class standing upon graduation of the Police Academy, test scores of the entrance examination, promotional scores, or time in rank. No two officers will have the same seniority. Rank outweighs time of service.

SECTION XIX

PBA

The PBA Delegate and the alternates will be given the time off with pay to attend all state PBA conventions (as per state law).

The PBA Delegate will be given the time off with pay to attend all state PBA meetings. The Delegate will provide the Chief of Police with sufficient notice of said meetings to enable the scheduling of manpower.

SECTION XX

PERSONNEL FILES

With reasonable notice to the Chief of Police and at a reasonable time, any member of the Police Department has the right to review his or her personnel file. The appointment for this review must be made through the Chief of Police or his designated representative.

Whenever any document is placed in a member's personnel file, a copy shall be made available to him/her, and the member shall be given the opportunity to rebut it and shall be permitted to place said rebuttal in his/her file.

SECTION XXI

TERM OF CONTRACT

This Agreement shall become effective on the first day of January, 2021, and shall remain in effect and force for a period of five (5) years and shall expire on the thirty-first day of December, 2025.

SECTION XXII

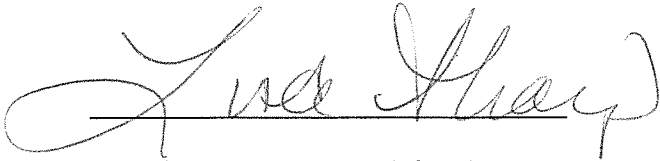
CONCLUSION

It is agreed that proposals will be exchanged between the PBA and the Township of Harding for the subsequent contract within the contract expiration year.

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

ATTEST:

TOWNSHIP OF HARDING:



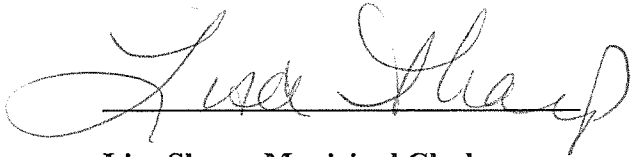
Lisa Sharp, Municipal Clerk



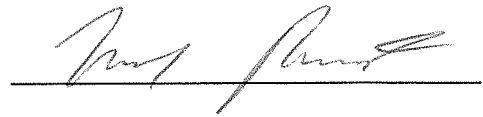
Mayor Tim Jones

ATTEST:

**POLICEMAN'S BENEVOLENT
ASSOCIATION LOCAL NO 340:**



Lisa Sharp, Municipal Clerk



Michael Resciniti, President



Lisa Sharp, Municipal Clerk



Alex Nastase, Vice President

Attachment 1

AETNA CHOICE UNION HDHP - MEDICAL BENEFITS SCHEDULE

AETNA CHOICE HDHP UNION OPEN ACCESS POS II	PARTICIPATING PROVIDERS CONTRACTED RATES	NON-PARTICIPATING PROVIDERS USUAL AND REASONABLE
Note: The maximums listed below are the total for Participating and Non-Participating expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Participating and Non-Participating providers.		
MAXIMUM LIFETIME BENEFIT AMOUNT	UNLIMITED	
DEDUCTIBLE, PER CALENDAR YEAR Combined INN and Out of Network		
Two Family Members must satisfy in full in order for the family deductible to be satisfied		
Per Covered Person	\$1,500.00	\$1,500.00
Per Family Unit	\$3,000.00	\$3,000.00
COPAYMENTS		
Hospital services	100% after deductible	70% after deductible
Outpatient services	100% after deductible	70% after deductible
Emergency Room Injury or Sudden and Serious Non-Emergenct use of the Emergency Room is not covered	100% after deductible	70% after deductible
The utilization review administrator, must be notified within 48 hours of an emergency admission, even if the patient is discharged within 48 hours of the admission.		
Physician visits	100% after deductible	70% after deductible
Specialist visits	100% after deductible	70% after deductible
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	\$5,000.00	\$10,000.00
Per Family Unit	\$10,000.00	\$20,000.00
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Cost containment penalties Amounts over the Usual and Reasonable Charge		
COVERED CHARGES		
Hospital Services		
Room and Board Of the Semi-Private Room Rate	100% after deductible	70% after deductible
Intensive Care Unit	100% after deductible	70% after deductible
Maternity Unit	100% after deductible	70% after deductible
Pre-Admission Testing	100% after deductible	70% after deductible
Emergency Room Medical Emergency	100% after deductible	70% after deductible
Outpatient Services	100% after deductible	70% after deductible
Urgent Care Facility	100% after deductible	70% after deductible
Patient Private Duty Nursing 30 visit maximum per benefit period	100% after deductible	70% after deductible

AETNA CHOICE HDHP UNION OPEN ACCESS POS II	PARTICIPATING PROVIDERS CONTRACTED RATES	NON-PARTICIPATING PROVIDERS USUAL AND REASONABLE
Skilled Nursing Facility Of the Semi-Private Room Rate	100% after deductible 100 day maximum	70% after deductible 60 day maximum
Physician Services		
Inpatient visits	100% after deductible	70% after deductible
Office visits	100% after deductible	70% after deductible
Specialist office visits	100% after deductible	70% after deductible
Surgery	100% after deductible	70% after deductible
Allergy testing	100% after deductible	70% after deductible
Allergy serum and injections	100% after deductible	70% after deductible
Diagnostic Testing (X-ray & Lab)	100% after deductible	70% after deductible
Dialysis	100% after deductible	70% after deductible
Chemotherapy	100% after deductible	70% after deductible
Radiation Therapy	100% after deductible	70% after deductible
Home Health Care	100% after deductible	70% after deductible 100 visit maximum
Hospice Care	100% after deductible	70% after deductible
Ambulance Service Ground and Air Non-Medically Necessary Ambulance Transports Are Not Covered	100% after deductible	70% after deductible
Wig After Chemotherapy	100% after deductible	70% after deductible
Acupuncture	100% after deductible	70% after deductible
Rehabilitation Therapy Outpatient Services **30 visit maximum per therapy – does not apply to treatment of Autism	Maximum per benefit period combined INN and Out of Network	Maximum per benefit period combined INN and Out of Network
Cardiac Rehabilitation Therapy	100% after deductible	70% after deductible
Occupational Therapy**	100% after deductible	70% after deductible
Physical Therapy**	100% after deductible	70% after deductible
Pulmonary Rehabilitaton Therapy	100% after deductible	70% after deductible
Respiratory Therapy**	100% after deductible	70% after deductible
Speech Therapy**	100% after deductible	70% after deductible
Orthotics	100% after deductible	70% after deductible
Prosthetics	100% after deductible	70% after deductible
Inherited Metabolic Conditions Includes Infant Formula	100% after deductible	70% after deductible
Spinal Manipulation Chiropractic Excludes Maintenance & Palliative Care Continued Care Based on Medical Necessity 25 visit Maximum	100% after deductible Maximum Combined Inn & Out of Network	70% after deductible Maximum Combined Inn & Out of Network
Mental Health Disorders		
Inpatient	100% after deductible	70% after deductible
Outpatient	100% after deductible	70% after deductible

AETNA CHOICE HDHP UNION OPEN ACCESS POS II	PARTICIPATING PROVIDERS CONTRACTED RATES	NON-PARTICIPATING PROVIDERS USUAL AND REASONABLE
Alcohol & Substance Abuse		
Inpatient	100% after deductible	70% after deductible
Outpatient	100% after deductible	70% after deductible
Preventive Care		
Routine Well Adult Care One exam per Calendar Year	100% coverage deductible waived	70% coinsurance deductible waived
Routine GYN Exam One exam per Calendar Year	100% coverage deductible waived	70% coinsurance deductible waived
Includes: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory tests, hearing tests, immunizations/flu shots and colonoscopies		
Mammography	100% coverage deductible waived	70% coinsurance deductible waived
Frequency limits for mammogram Based on American Cancer Society Guidelines		
Routine Well Newborn Care (inpatient)	100% after deductible	70% coinsurance deductible waived
Routine Well Child Care	100% coverage deductible waived	70% coinsurance deductible waived
Includes: office visits, routine physical examination, laboratory tests, x-rays, hearing tests, vision tests, lead screenings and immunizations through age 19.		
***Additional Preventative Care services shall be provided as required by the Affordable Care Act and provided by a Network Physician. Visit www.HealthCare.gov for a complete listing of covered services.		
Hearing Aids – Hearing Aids for children 15 years of age or younger, Coverage is provided to a maximum of \$1,000 per hearing aid for each hearing impaired ear every 24 months	100% after deductible	70% after deductible
Routine Eye Exam One exam every other calendar year	100% coverage deductible waived	70% after deductible
Lens Reimbursement	\$70 every 24 months	No coverage
Nutritional Counseling 3 visits per benefit period	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Prescription Drugs Administered by Express – Scripts	70% coinsurance after deductible	70% coinsurance after deductible

AETNA CHOICE HDHP UNION OPEN ACCESS POS II	PARTICIPATING PROVIDERS CONTRACTED RATES	NON-PARTICIPATING PROVIDERS USUAL AND REASONABLE
Pregnancy Pre-Natal Care	100% after deductible 100% coverage Deductible waived	70% after deductible
Infertility Benefits Office Visit Outpatient Facility Inpatient Facility IVF, GIFT, ZIFT \$15,000 Lifetime Maximum	Subject to applicable service type	
	100% after deductible	70% after deductible
	100% after deductible	70% after deductible
	100% after deductible	70% after deductible
	4 attempts per lifetime – combined In and Out of Network	
Includes: care, supplies and services for the diagnosis, prescription drugs for treatment and charges for surgical correction of physiological abnormalities of infertility.		

Aetna Union HDHP

(FORMERLY HORIZON MYWAY H. S.A DIRECT ACCESS)

Health Saving Account (HSA)	Employer Contribution	
You may access your Health Savings Account for out of pocket expenses.	The employer and/or employee can contribute to the Health Savings Account up to the statutory maximum regardless of the individual's deductible.	
Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible		
Individual	\$1500 per individual/\$3000 True Family Deductible	
Family	True Family Aggregate - Entire family deductible must be met before any benefits are paid.	
	Deductible is Calendar Year.	
Coinsurance	100%	70%
Maximum Out of Pocket		
Individual	\$5,000	\$10,000
Family	\$10,000	\$20,000
Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.		
Benefit Period Maximum	Unlimited	
Lifetime Maximum	Unlimited	
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after deductible A primary care physician is a general or family practitioner, internist or pediatrician	70% after deductible
Specialist Office Visit	100% after deductible A referral is not required to visit a specialist.	70% after deductible
Maternity Visits	100% after deductible Female child dependents are ineligible for maternity/obstetrical benefits.	70% after deductible
Allergy Testing and Treatment	100% after deductible	70% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100% (no deductible)	70% (no deductible)
Well Child Exams	100% (no deductible)	70% (no deductible)
Well Child Immunizations and Lead Screening	100% (no deductible)	70% (no deductible)
Diagnostic Procedures		
Laboratory	100% after deductible	70% after deductible
Outpatient X-ray/Radiology Services	100% after deductible	70% after deductible
Hospital Care		
Inpatient Admission (including maternity)	100% after deductible	70% after deductible
Room and Board	100% after deductible	70% after deductible
Pre-admission Testing	100% after deductible	70% after deductible
Surgery in Hospital	100% after deductible	70% after deductible
Inpatient Physician Services	100% after deductible	70% after deductible
Outpatient Dept. Services	100% after deductible	70% after deductible

Aetna Union HDHP
(FORMERLY HORIZON MYWAY H. S.A DIRECT ACCESS)

Emergency Care		
Emergency Room	100% after deductible Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100% after deductible	70% after deductible
Outpatient Surgery		
Hospital Outpatient Surgery	100% after deductible	70% after deductible
Surgery in an Ambulatory SurgiCenter	100% after deductible	70% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Aetna's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient	100% after deductible	70% after deductible
Outpatient department	100% after deductible	70% after deductible
Office setting	100% after deductible	70% after deductible
Substance Abuse Services		
Inpatient	100% after deductible	70% after deductible
Outpatient Substance Abuse	100% after deductible	70% after deductible
Office setting	100% after deductible	70% after deductible
Alcohol Abuse Services		
Inpatient	100% after deductible	70% after deductible
Outpatient department	100% after deductible	70% after deductible
Office setting	100% after deductible	70% after deductible
Other Services		
Bariatric Surgery	100% after deductible	70% after deductible
Diabetic Education	100% after deductible	70% after deductible
Diabetic Supplies	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after deductible	70% after deductible
Physical Rehabilitation Facility Inpatient Services	100% after deductible	70% after deductible Limited to 60 days per benefit period
Home Health Care	100% after deductible	70% after deductible up to 100 visits
Hospice Care	100% after deductible	70% after deductible
Infertility (including in-vitro fertilization)	100% after deductible	70% after deductible Limited to 4 egg retrievals per lifetime
Private Duty Nursing	100% after deductible	70% after deductible Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after deductible	70% after deductible 30 visit maximum per therapy, per benefit period
Skilled Nursing Facility/Extended Care Center	100% after deductible Limited to 100 days per benefit period	70% after deductible Limited to 60 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after deductible	70% after deductible 25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after deductible	70% after deductible
Vision Hardware	Not covered	
Prescription Drugs	70% after deductible	

Aetna Union HDHP
(FORMERLY HORIZON MYWAY H. S.A DIRECT ACCESS)

HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)*

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%