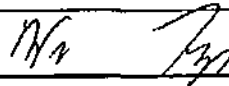


Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: ☐ CK ☐ CG ☐ CA CIG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
	ATTORNEY / PRO SE NAME Wesley Fenza, Esq.	TELEPHONE NUMBER (856) 662-1018	COUNTY OF VENUE Gloucester
	FIRM NAME (if applicable) Weir & Partners LLC		DOCKET NUMBER (when available)
	OFFICE ADDRESS 457 Haddonfield Road, Suite 420 Cherry Hill, NJ 08107		DOCUMENT TYPE Complaint
			JURY DEMAND ☒ YES ☐ NO
NAME OF PARTY (e.g., John Doe, Plaintiff) Edward Selb, George Politz, Christine Kemp, Joseph Marchel, and George Marra, Plaintiffs		CAPTION Selb, et al. v. Township of Harrison	
CASE TYPE NUMBER (See reverse side for listing) 701	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? ☐ YES ☒ NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ☒ UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☒ YES ☐ NO		IF YES, IS THAT RELATIONSHIP: ☒ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☒ YES ☐ NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION Temporary restraints requested			
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).			
ATTORNEY SIGNATURE: 			



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 382 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 509 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 821 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 002 ASSAULT AND BATTERY
- 804 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 816 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 158 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETININ | 289 REGLAN |
| 274 RISPERIDOL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETHA/AREOIA | 291 PELVIC MESH/GYNECARE |
| 279 GAOOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 298 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 288 LEVAQUIN | 001 ASBESTOS |
| 287 YAZ/YASMIN/DELLA | 823 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☐ Putative Class Action

☐ Title 59

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A Pennsylvania Limited Liability Partnership
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Attorneys for Plaintiff

EDWARD SELB, GEORGE POLITZA,
CHRISTINE KEMP, JOSEPH MARCHI, and
GEORGE MARRA

Plaintiffs,

v.

TOWNSHIP OF HARRISON
Defendant.

SUPERIOR COURT OF NEW JERSEY
GLOUCESTER COUNTY
LAW DIVISION

DOCKET NO:

**VERIFIED COMPLAINT IN LIEU OF
PREROGATIVE WRITS**

By way of Complaint, Edward Selb states:

1. Plaintiff Edward Selb ["Selb"] is an adult individual who is domiciled at 216 Winterwood Lane, Mullica Hill, NJ 08062, and a former police officer, retired from Harrison Township, Gloucester County, New Jersey.
2. Plaintiff George Politza ["Politza"] is an adult individual who is domiciled at 789 East Broad St, Gibbstown, NJ 08027.
3. Plaintiff Christine Kemp ["Kemp"] is an adult individual who is domiciled at 107 N. Valleybrook Road, Cherry Hill, NJ 08034.
4. Plaintiff George Marra ["Marra"] is an adult individual who is domiciled at 817 Winterspoon Way, Mullica Hill, NJ 08062.
5. Plaintiff Joseph Marchei ["Marchei"] is an adult individual who is domiciled at 615 Aura Road, Glassboro, NJ 08028.

6. Defendant Township of Harrison is a governmental entity organized under the laws of the State of New Jersey, with a principal place of business at 664 Harrisonville Road, Harrisonville, NJ 08039.

7. Until their respective retirements, all plaintiffs served as tenured police officers, pursuant to N.J.S.A. 40A:14-128, of the Harrison Township Police Department.

8. At all relevant times, each plaintiff was a member of the Harrison Township Policeman's Benevolent Association, Local # 178 ["the Association"]

9. On March 1, 2010, Defendant signed a collective bargaining agreement ["the Agreement"] with the Association. A true and correct copy of the Agreement is attached hereto as Exhibit A.

10. Pursuant to the terms of the Agreement, Defendant was required to pay the full cost of all health insurance premiums for eligible retirees and family members. Ex. A at 17.

11. All plaintiffs relied upon the terms of the negotiated Agreement and the consideration set forth therein which was, in part, the providing of health care through insurance with certain defined benefits.

12. At all relevant times, all plaintiffs were covered under the retirement health plan provided by Defendant.

13. At all relevant times, George Marra's wife Heather S. Marra and children, Gianna L. Marra and Remi Gibson, were covered under the retirement health plan provided by Defendant.

14. At all relevant times, Joseph Marchei's wife Nor Ann Marchei and children, Kathryn C. Marchei and Olivia D. Marchei, were covered under the retirement health plan provided by Defendant.

15. At all relevant times, Edward Selb's Wife Elizabeth Selb ("Ms. Selb") was covered under the retirement health plan provided by Defendant.

16. In January of 2014, Ms. Selb contracted severe pneumonia. Complications from the pneumonia resulted in Ms. Selb's lung collapsing six times, two episodes of cardiac arrest, and a medically induced coma for over two months. She was not released from the hospital until May 2014.

17. Ms. Selb has extensive health issues related to her medical problems of January-May 2014, requiring continuing treatment from nine different physicians in separate medical specialties.

18. All of Ms. Selb's medical providers were selected after an extensive search, and are familiar with her medical history and her treatment needs.

19. The Township is permitted to change retirement health coverage only if new benefits and co-pays "are equal to or better than those offered by the Township as of the date the employee retired. Ex. A at 18.

20. Each plaintiff retired after the signing of the Agreement, and was entitled to all benefits of the Agreement during retirement.

21. Upon their respective retirements, each plaintiff enrolled in the New Jersey Police and Firemen's Retirement System ["PFRS"].

22. On April 1, 2011, Defendant offered all Association retirees a health plan through the Horizon Blue Cross/Blue Shield. A true and correct copy of a Horizon benefit summary is attached as Exhibit B.

23. In early 2014, Defendant announced that the health plan for all Association retirees would be changing to United Healthcare/Oxford. Retirees were given an option

between the PPO 20/40 plan and the EPO 15/40 plan. The change was memorialized by the Harrison Township Council via Resolution No. 073-2015, passed on January 21, 2015.

24. The United Healthcare plans offer decreased benefits and higher co-pays compared to the Horizon plan. A true and correct copy of the United Healthcare PPO 20/40 summary of coverage is attached as Exhibit C. A true and correct copy of the United Healthcare EPO 15/40 summary of coverage is attached as Exhibit D.

25. Under the United Healthcare plans, Ms. Selb cannot receive coverage for treatment from a number of the medical providers from whom she currently receives treatment and who are familiar with her severe medical conditions.

26. Under the United Healthcare plans, all plaintiffs and all covered family members will be forced to pay higher co-pays and will receive fewer benefits as compared to the Horizon plan.

27. On February 2, 2015, the plaintiffs filed an official grievance with Defendant regarding the changes to the health plan pursuant to the Agreement.

28. On February 5, 2015, the Chief of Police met with the plaintiffs, satisfying "Step A" of the grievance procedure required by the Agreement. Plaintiffs' grievance was denied.

29. On February 11, 2015, a Grievance Hearing was held, which satisfied "Step B" of the grievance procedure required by the Agreement. Plaintiffs' grievance was denied.

30. Within five days, pursuant to the Agreement, the plaintiffs requested a hearing before the Township Committee of Harrison Township.

31. When Plaintiffs followed up on their request for a hearing, they were falsely told by Township employees that they had not requested a hearing in time.

32. At some point, Defendant conceded its factual error and scheduled a hearing before the Township Committee.

33. On March 2, 2015, Plaintiffs' grievance was heard before the Township Committee of Harrison Township pursuant to the Agreement.

34. On March 16, 2015, Plaintiffs were provided with a copy of the Township Committee's decision denying their grievance. A true and correct copy of the decision is attached as Exhibit E.

35. The Agreement requires that an appeal of the Township Committee's decision must proceed to arbitration.

36. On March 17, 2015, Plaintiffs' counsel contacted counsel for Defendant by letter, and explained that irreparable harm would result if the normal arbitration procedures were followed. Counsel's letter requested Defendant's cooperation in choosing an arbitrator on an expedited basis and empowering the arbitrator with discretion to issue a preliminary injunction before April 1, 2015, and stated that, to have enough time to have a decision before that date, an answer must be given by March 18, 2015. A true and correct copy of the letter is attached as Exhibit F.

37. On March 19, 2015, counsel for Defendant advised that Defendant could agree to so empower an arbitrator with a full meeting of the Township Committee, which would not occur until five o'clock p.m. on March 20, 2015.

38. Waiting for the Township Committee's approval would leave less than one week to choose an arbitrator, submit filings, and reach a decision on the preliminary injunction before the expiration of Plaintiffs' insurance. In all likelihood, Plaintiffs' insurance would be cancelled before a decision was able to be reached.

39. Plaintiffs have exhausted their administrative remedies.

COUNT I - ALL PLAINTIFFS V. TOWNSHIP OF HARRISON

40. Plaintiffs incorporate all preceding paragraphs as if same were set forth at length.

41. Plaintiffs had a valid, enforceable contract with Defendant.
42. Neither Oxford health plan is equal to or better than the existing Horizon plan.
43. Defendant breached the contract by canceling Plaintiffs' health insurance coverage and failing to replace it with equal or better coverage.
44. As a result of Defendant's unlawful conduct, Plaintiffs will be forced to expend significant sums into the foreseeable future for their own health coverage and cover family members' health coverage.

WHEREFORE, Plaintiffs respectfully demand the following relief:

- a. entry of an order preventing Defendant from cancelling the existing Horizon health benefits coverage for Association retirees;
- b. compensatory damages for any additional medical expenses to be paid by Plaintiffs over the expected lifetimes of the parties and covered family;
- c. reasonable counsel fees and costs;
- d. for an award of such other relief as the Court may deem just and proper.

JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues that are triable.

CERTIFICATION PURSUANT TO RULE 4:5-1

I, Wesley Fenza, Esquire, attorney for Plaintiffs in the within action, hereby certify that the matter in controversy is not the subject of any other pending or contemplated court action or arbitration, nor should any other persons be joined in this litigation.

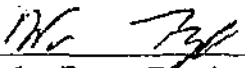
CERTIFICATION PURSUANT TO R. 1:38-7

I, Wesley Fenza hereby certify that confidential personal identifiers have been redacted from all documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:5-1(c), John C. Eastlack, Jr., is hereby designated trial counsel for Plaintiffs.

WEIR & PARTNERS LLP



Wesley Fenza, Esquire
Attorneys for Plaintiff

Dated: 3/20/15

VERIFICATION

I, Edward Selb, hereby certify as follows:

1. I am the Plaintiff in the within matter and have knowledge of the facts set forth in the Verified Complaint.
2. I have read the Verified Complaint and all of the information contained herein is true to the best of my knowledge, information and belief.

Dated:

3/20/15


Edward Selb

Exhibit A

AGREEMENT

THIS AGREEMENT, made this 1st day of MARCH 2010, between the Township of Harrison, in the County of Gloucester, hereinafter referred to as "the Township", and the Harrison Township Policeman's Benevolent Association, Local # 178, hereinafter referred to as "the Association".

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining for the purpose of developing a contract for the period from January 1, 2010 through December 31, 2013 covering wages, hours and other conditions of employment for members of the Township's Police Department.

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

ARTICLE 1

RECOGNITION

The Township recognizes the Policeman's Benevolent Association Local # 178 as the exclusive representation for all members of the Harrison Township Police Department who are employed as Patrolman and Sergeants by the Township, but this is not intended to include the Chief of Police nor any other employees of the Township. Whenever the phrase, "Members of the Association" is used herein, it is

understood to mean the Patrolmen and Sergeants of the Harrison Township Police Department ,except managerial employees.

ARTICLE II

MANAGEMENT RIGHTS

The Association recognizes that there are certain functions responsibilities and management rights exclusively reserved to the Township. All of the rights, power and authority possessed by the Township prior to the signing of this agreement, including but not limited to the right to terminate employment for conduct unbecoming a police officer, inability to perform police duties and discipline with just cause are retained exclusively by the Township, subject only to such limitations as are specifically provided in this agreement

ARTICLE III

LENGTH OF PROBATIONARY PERIOD

The probationary period for a new member of the harrison Township Police Department shall be for a period of one (1) year from that date that an officer is sworn as a Township police officer. This shall also include, for classification purposes, officers who are hired from other police departments, regardless of their years of service with said department.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1

The purpose of this article is to settle all grievances between the Township and the members of the PBA as quickly as possible, so as to foster efficiency and Employee morale. A grievance is defined as any dispute between the Township and the PBA involving the application, interpretation or an alleged violation of this Agreement. Any grievance must be presented to the Chief of Police or his designee within ten (10) working days of the aggrieved party becoming aware of the event (s) upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

STEP A

The PBA representative, the aggrieved party (s), the Chief of Police or his designee shall meet and attempt to settle the matter, with said meeting taking place within five (5) working days of the filing. If a settlement is not reached, the PBA shall furnish a written statement of grievance to the Chief on a form provided by the Township. The Chief of Police or his designee shall then file a written report with their findings of fact, conclusion and recommendation, to accompany the PBA written statement and forward same to the Director of Public Safety within five (5) working days of their meeting. The PBA has the option of also filing a written report with the Director of Public Safety within five (5) working days of the meeting.

STEP B

The Director of Public Safety shall conduct a hearing no later than five (5) working days from the receipt of said finding, conclusions and recommendations. Prior written notification for said hearing shall be afforded to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and aggrieved parties throughout the grievance procedure. The Director of Public Safety shall make a reasonable effort to reach an agreement that is acceptable to all parties. If however, the Director is unable to obtain a mutually amicable agreement at this time, he shall within five (5) working days, render a written decision and serve same upon the respective parties.

If the aggrieved party (s) or the PBA object to the Director's decision, he/she (they) shall, within five (5) working days of receipt of the Director's written response, request a hearing with the full Township Committee. Said hearing shall occur within fifteen (15) days of said request. Interested parties shall be furnished with advance written notice of the scheduled hearing date.

STEP C

Upon compliance with the requirements of Step B, the Township Committee shall conduct a hearing at which time the aggrieved party, the Director of Public Safety, the Chief of Police and the PBA representative shall all be present. The Committee shall make all reasonable attempts to reach a settlement that is satisfactory to all parties. If an amicable settlement is not reached, the Township Committee shall, within ten (10) days, render a written decision and serve same upon the respective parties.

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

ARBITRATION

SECTION 2

If the PBA disagrees with or objects to the decision of the Township Committee, it may file for arbitration within twenty (20) working days of the receipt of the decision of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other party. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitral, and no other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employees Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the PBA. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States of America, and the decisions of those respective courts, where applicable.

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

SECTION 3

The time limit specific in the Grievance Procedure shall be construed as the maximum; however these may be extended upon mutual agreement.

SECTION 4

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

ARTICLE V

SALARIES

Effective January 1, 2010 through December 31, 2013, the salaries for all members recognized as being represented by the PBA shall be set forth in and provided for by the Township Salary Ordinances of 2010, 2011, 2012 and 2013 per the Salary Schedule set forth in this Agreement. (Identified herein as "Appendix A"). The issues of Holiday pay and Longevity were previously calculated separately. Effective January 1, 2010, these items are considered part of and included in the base salary. This is reflected in the attached salary schedule.

SECTION 1

Effective January 1, 2010, the members regular hourly rate shall be the annual salary as given in the Salary Schedule, divided by 2184. It is understood and agreed that this is the only way the hourly rate shall be computed.

SECTION 2

The member's straight time hourly rate for the computation of overtime shall adhere to the above section, denoted as Section 1.

ARTICLE VI

COMPUTATION OF SALARY AND BENEFITS

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

ARTICLE VII

OVERTIME

All time worked in excess of the member's scheduled twelve (12) hours per day or the member's normally scheduled work week will be paid at the rate of one and one half (1.5) times the straight pay as defined in Article V, Section 2

All overtime will be administered on an equal basis on total hours offered. Seniority and total hours offered will be used to determine which officer is next in line to be offered overtime.

If, at any time, hours offered are equal between two (2) or more officers, seniority will be the determining factor.

The parties to this Agreement acknowledge the right of the Township to employ Special Officers pursuant to New Jersey law. In the event that the Township employs Special Officers, the parties agree that both the Township and the Association interpret that law to allow the Township to employ Special Officers to work in the event that a regularly scheduled officer would be unavailable due to sickness, emergency, training, personal day, vacation etc., as well as any use of a Special Officer to supplement regularly scheduled officers. The parties agree that this Agreement is entered into on the basis and reliance of those interpretations. Any use of a Special Officer pursuant to this interpretation shall not be a basis for a claim by a member for additional compensation for any work performed by a Special Officer.

If a supervisor is not available on the shift for more than four hours, an officer approved by the Chief of Police shall be entitled to the sergeant's rate of pay for all hours worked in such capacity, retroactive to the first hour.

ARTICLE VIII

VACATION

All members of the Association shall be entitled to the following paid vacation: After the first year of service- thirty six (36) hours; after the second and up to the third year of service- eighty four (84) hours; after three (3) years of service- one hundred and twenty (120) hours; after five (5) years of service-one hundred and sixty eight (168) hours; after ten (10) years of service- one hundred and eighty two (182)

hours; after fifteen (15) years of service- one hundred and ninety six hours; after twenty (20) years of service-two hundred and ten (210) hours.

There shall be no more than forty percent (40 %) of a shift's manpower on vacation.

Vacations should be selected and scheduled by March 31st. Requests for vacation changes must be made five (5) calendar days in advance unless extenuating circumstances exist and with the approval of the Chief of Police or his designee.

Members shall be supplied with a statement of available vacation time by January 31st of each calendar year.

ARTICLE IX

HOLIDAYS

This agreement recognizes thirteen (13) holidays during a calendar year. All members shall be paid at the rate of one and one half (1.5) times their straight time pay for the hours worked on the following holidays:

1. New Years Day
2. Martin Luther King's Birthday-January 15th
3. Lincoln's Birthday- February 12th
4. Washington's Birthday- February 22nd

5. Good Friday
6. Memorial Day- 4th Monday in May
7. Independence Day- July 4th
8. Labor Day
9. Election Day
10. Veteran's Day- November 11th
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas day

ARTICLE X

COURT APPEARANCES

All members of the Association compelled to appear in any court in connections with a criminal or quasi-criminal complaint, or before any administrative board while on a scheduled day off, or on scheduled time off, shall be compensated at a minimum of two (2) hours at one and one half (1.5) times the straight time pay, as defined in Article V.

ARTICLE XI

SICK LEAVE

All members of the Association shall be entitled to one hundred and twenty (120) hours sick leave per year of employment. Sick leave may be accumulated to a maximum of two thousand two hundred and fifty

(2,250) hours per member. Sick leave shall not be used or charged against any officer who is injured performing a duty for the Township. The Township shall provide for the full salary of any member of the Association who may be subject to any major injury while in the performance of his duty for the Township for such period of time as he shall be receiving workman's compensation.

Members shall be provided with a statement of available sick time by January 31st of each calendar year.

Officers who go a full calendar year without using sick time shall receive twelve hours of compensatory time on January 1st of the following year.

Upon retirement of any member, the Township shall buy back two (2) hours for every five (5) hours of unused sick time. (Payback of 40%). Due to budget considerations, notification must be made by the member to the Township by the proceeding November of the intended retirement year. The buy back shall be spread out over two (2) years, with 50% of the final buy back figure being paid during the year of retirement and the remaining 50% of the final buy back figure being paid the year after retirement.

ARTICLE XII

PERSONAL DAYS

SECTION 1

Each member of the Association shall be given three (3) personal days off, to be taken at **ANY** time during the calendar year. Requests for a personal day that are for reasons other than an emergency should be

requested with as much advance notice as possible but still fall under the same conditions of being permitted for use at **ANY** time. One (1) day of personal time may be taken in two (2) six (6) hour segments.

SECTION 2- LEAVE OF ABSENCE DUE TO FAMILIAL DEATH

Members of the Association will be allowed five (5) days off with pay in the event of the death of: Father, Mother, Grandfather, Grandmother, Husband, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law (including step relations). For grandchild, niece, nephew, aunt, uncle, brother/sister-in-law or any person in the household for whom the Member is legal guardian, shall be granted three (3) days off with pay. Exceptions to this article may be made, at the discretion of the Chief of Police, where the deceased is buried in another city and the Member would be unable to return to duty on time, with the allotted leave granted.

SECTION 3-UNILATERAL SHIFT MOVEMENT

Unilateral shift movement is permitted, so long as: A notice, containing the dates of shifts to be exchanged and signed by both Members is submitted to the Chief of Police. Said notice shall be submitted at the earliest possible date. Unilateral shift movement shall not result in the payment of overtime.

ARTICLE XIII

VACATION CARRY-FORWARD

When a Member is unable to take all of the vacation time permitted under the conditions of this Agreement due to illness, disability, military service or the need to work due to any emergency situation,

the vacation time not used may be carried forward to the following year. The following year, the Chief of Police shall have the option of giving the vacation days remaining or paying for the unused vacation time at the salary rate specified under "Vacation " Article VIII and "Salaries ", Article V. Such vacation carryover shall be limited to a maximum of ten (10) days per year.

ARTICLE XIII

UNIFORMS, SUPPLIES AND EQUIPMENT

SECTION 1

The Township shall pay for the dry cleaning, maintenance and alterations of all uniforms to maximize utilization of equipment and uniforms. The Township shall provide each newly hired police officer with 1 winter jacket, 2 trousers, 2 short sleeved shirts and 2 long sleeved shirts. All officers, including new hires, shall receive at Township expense, two (2) pair of footwear per year (shoes and/or boots), weapons, 1 bulletproof vest and other associated equipment. For officers who have completed their probationary period, the Township shall provide \$850.00 per year on a voucher system for the purpose of purchasing uniforms and associated equipment. Service ammunition shall be replaced twice per year at the expense of the Township as per state regulation.

An officer assigned to the detective/investigative bureau shall be permitted to purchase clothing and equipment suitable for that position in lieu of the standard issue uniform. Said officer shall be reimbursed for those purchases after submitting receipts, and the

amount of reimbursement shall not exceed the stated \$850.00 allotted for uniformed officers.

SECTION 2

To ensure that the uniforms are consistent, the Chief of Police will determine the style and/or design of each item as well as select appropriate vendors based on competitive quotations. A list of approved vendors will be supplied by January 15th of each year, by the Chief of Police.

SECTION 3

All orders for clothing and equipment items can be placed by March 31st of each year. Should the officer still have funds available, and a need arises, final orders shall be placed no later than September 30th for billing and payment purposes.

SECTION 4

Safety shields and a shotgun with safety locks shall be installed in each patrol vehicle. The shield shall be made of high impact clear plastic so that no article may be passed or thrown from the rear seat to the front seat.

SECTION 5

All bulletproof vests shall be replaced as per the manufacturer's specifications or when severe damage or wear is evident.

ARTICLE XV

CONTINUING EDUCATION

SECTION 1- TUITION REIMBURSEMENT

Officers shall be entitled to tuition reimbursement for classes taken at an accredited college. Classes must be related to or required for a degree in Law Enforcement, Public Safety or Public Administration to be eligible. Officers must obtain a "C" average or better or a "pass" for a "pass/fail" course, in the course, to be eligible. Tuition reimbursement is limited to up to \$1,250 per year, per officer. If an officer's employment with the Township is discontinued, whether by resignation, retirement or dismissal, all tuition reimbursement for courses which may be on-going or have been completed within the 24 month period prior to leaving shall be reimbursed by the employee to the Township.

SECTION 2- EMT INCENTIVE

Officers who are certified by the State of New Jersey as Emergency Medical Technicians shall receive \$200.00 per year. An officer must present proof of his certification to the Chief to be eligible for the stipend.

ARTICLE XVI

MEDICAL INSURANCE BENEFITS

SECTION 1

The Township shall provide for payment of all Blue Cross/Blue Shield plans of New Jersey 1,420 Group, Rider J Major Medical benefits or any approved plan offered in the New Jersey Health benefits Program for each Association member and his/her immediate dependent family. There shall be no decrease in benefits if an alternative health plan is

offered and members shall receive any improvements or upgrading of benefits which are given to any other Township employee at no cost to the member. If there should be an anticipated change of the medical plan carrier, the PBA shall be given advanced notice of said change as an alternative to Blue Cross/Blue Shield, each member of the Association may choose any plan offered as an alternative in the New Jersey Health Benefits Program, at no additional cost to the member.

SECTION 2

Each member of the Association shall be given a complete medical examination every other year. The medical examination shall be scheduled by the employee through his/her medical insurance provider and submitted for payment by such provider. Any expense for the exam not covered by the insurance may be submitted to the Township for reimbursement. All expenses of the examination shall be borne by the Township. Said examination shall be mandatory. If, as part of this medical examination, the physician notes a written need for a stress test, the Township shall bear the cost. Examinations requested by a member in years that are not mandatory will be covered only to the amount not covered by the member's insurance policy.

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

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

Under current known medical provisions, and costs, if a member should desire a "Lymes Disease" vaccination, the Township shall bear the costs.

SECTION 3- COMMUNICABLE DISEASES

Any officer who shall suffer from any blood borne communicable disease, e.g. Hepatitis B, AIDS etc. shall be treated initially with the assumption, but not the conclusion, that the disease was contracted in or during the performance of duty. Incident reports or other proof will be requested to validate the claim of on-duty contamination. Inoculations for the above diseases, if proven to be from on-duty action, will be made available to any member on a mandatory basis at no expense to the member. It is recommended by the PBA that inoculations for Hepatitis B be the synthetic type serum.

SECTION 4- RETIREMENT BENEFITS

Retirement benefits will be provided under the following conditions:

Coverage for retiring employee and spouse only (including Rx).

Must have 25 years credit in the PFRS and 20 years of service with the Township or retire on an ordinary or accidental disability

Township to pay for the full cost of the premium for health insurance, including prescription coverage, for retirees at the cost equivalent to that of N. J. Plus program. Retirees may upgrade at their own expense.

If retiree or spouse becomes employed and is eligible for health benefits with dependant coverage that are equal to or better than

those offered by the Township and at no cost to the retiree or spouse, the Township will not provide retirement health benefits.

In the event of death of the retiree, the surviving spouse will receive health benefits under the conditions outlined, unless surviving spouse remarries and is eligible to receive benefits through his/her new spouse.

The Township may change retirement health coverage provided that the new benefits and doctor/hospital co-pays are equal to or better than those offered by the Township as of the date the employee retired.

ARTICLE XVII

DENTAL AND EYE CARE

Each member of the Association shall be reimbursed up to \$1,050.00 per year for treatment to immediate family member(s) as an allowance for dental and eye care. Effective January 1, 2006, the Township will reimburse members up to a maximum of \$500.00 per dependant child for orthodontic treatment to a maximum of \$1,000.00 per family. Reimbursement will be paid upon presentation of paid receipts to the Township Treasurer. If, during this contract period, a plan is offered and accepted which offers dental and eye coverage, then the provisions of monetary reimbursement shall become null and void at the end of the calendar year in which the plan is accepted.

ARTICLE XVIII

CALL-IN AND SCHEDULE CHANGE

SECTION 1- CALL IN

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

SECTION 2- SCHEDULE CHANGE

Effective January 1, 1995 three (3) hours allowance pay at the regular hourly rate shall be paid in the event of five (5) days or less notice of schedule change.

Scheduled Platoons and Shifts must be posted by December 15th, to take effect the following calendar year

ARTICLE XIX

COMPENSATORY TIME

SECTION 1

An officer shall have the right to choose to receive compensatory time hours in lieu of overtime payment, at a rate of one and one half (1.5) hours for each hour of overtime worked. The Chief of Police or his designee shall keep a record of each officer's compensatory time bank. An officer who utilizes compensatory time is subject to recall, and if that officer is unable to recall, the officer's compensatory time will be cancelled and the officer will be charged vacation or personal time. Officers shall not accrue a bank of more than 60

hours of compensatory time before they shall be compelled to use an amount of time that takes them under the maximum bank of 60 hours. Officers shall not use compensatory time in amounts that exceed their available personal or vacation time. Compensatory time may not knowingly be taken if it results in the need for overtime pay for shift coverage. Compensatory time can be taken in increments of thirty (30) minutes.

ARTICLE XX

TWELVE (12) HOUR WORK SCHEDULE

The shift schedule is attached hereto as part of this Agreement, labeled " Appendix B ".

ARTICLE XXI

REQUIREMENT OF WRITTEN MODIFICATION

This agreement may not be changed or altered in any way during the contract period without the written consent of both parties hereto.

ARTICLE XXII

RETROACTIVITY

Unless otherwise specified, all the terms and conditions of this Agreement are retroactive to January 1, 2010.

ARTICLE XXIII

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the Association have heretofore enjoyed as of January 1, 1996, and are presently enjoying, shall be maintained and contained by the Township during the term of this Agreement at not less than the highest standards in effect.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXIV

LEGAL AID

The Township will provide legal aid to all members of the Association pursuant to the applicable statutes of the State of New Jersey. Officers shall have the right to select the attorney of their choice, to be paid at the Township's established hourly rate, provided the attorney is approved by the JIF.

ARTICLE XXV

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the PBA because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce police officers into membership.

Neither the Township nor the PBA shall discriminate against any police officer because of race, creed, color, age, sex or national origin.

ARTICLE XXVI

SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XXVII

MEMBERSHIP DUES

SECTION 1

The Township shall deduct dues from the wages of all personnel covered by this agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly paycheck and deliver to the Association on the first of each month the previous month's dues collection.

SECTION 2

The Association shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation in Section 1.

SECTION 3

For those officers who do not become members of the Association, the Township will implement a fair share representation fee equal to 85% of the union's dues, initiation fees and assessments, which shall be withheld in accordance with the law and transmitted to the Association.

SECTION 4

The Association shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fees.

ARTICLE XXVIII

ASSOCIATION BUSINESS

SECTION 1

The Township shall grant time off without loss of pay to the Association State Delegate or designee to attend monthly state meetings.

SECTION 2

The Association President and one (1) designee shall be granted time off without loss of pay to attend meetings at mutually agreed times with the Employer's representatives and shall be granted similar time off to conduct Association business. The Township shall not deny a reasonable request of the Association President for such time off. The Association recognizes the right of the Township to recall the officers to duty in case of emergency.

SECTION 3- CONVENTIONS

The Township agrees to grant the necessary time off without loss of pay to attend any State or National convention of the New Jersey State PBA, pursuant to NJSA 40A:14-177

ARTICLE XXIX

NEGOTIATIONS PROCEDURE

SECTION 1

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of members of the Township Police Department and the Association included in Article I. Such negotiations shall begin not later than September 15th of the calendar year in which this Agreement expires.. Any agreement so negotiated shall apply to all employees included in said Article I, to be reduced to writing, be signed by authorized representatives of the Township of Harrison and the members of the PBA.

The Township agrees that there shall be no changes in the terms and conditions of employment during the term of this agreement, except through negotiations between the parties.

SECTION 2

The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during scheduled

hours without loss of pay. The parties recognize the right of the Township to recall the officers to duty in case of emergency.

ARTICLE XXX

DURATION

SECTION 1

This agreement shall become effective January 1, 2010 and shall terminate on December 31, 2013. If either party desires to change or annul this Agreement, it shall notify the other party in writing at least 120 days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

SECTION 2

The terms set forth in this Agreement shall remain in effect after December 31, 2013 and during such time that the Agreement for 2014 is being negotiated.

ARTICLE XXXI

EXTRA-DUTY WORK

SECTION 1

Effective January 1, 2010, the hourly rate for extra-duty work shall be _____ per hour, except that the School Board rate shall be per current practice.

SECTION 2

All extra duty work for the third party shall be administered by and paid to an Officer by the Township.

SECTION 3

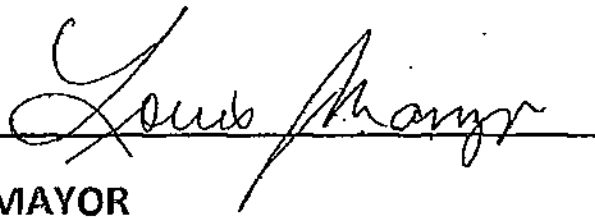
Officers hired for extra duty work shall be guaranteed a minimum of 4 hours pay.

SECTION 4

All extra duty work shall be equalized in the same manner as overtime under Article VII.

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

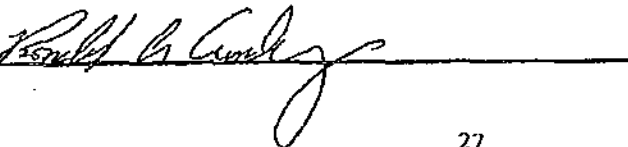
TOWNSHIP OF HARRISON, IN THE COUNTY OF GLOUCESTER

BY: 
MAYOR

BY: 
PUBLIC SAFETY DIRECTOR

HARRISON TOWNSHIP PBA LOCAL #178

BY: 
GEORGE MARRA- NEGOTIATING COMMITTEE

BY: 

RONALD CUNDEY-STATE DELEGATE

ATTEST:

Diann Malloy
DIANE MALLOY, Municipal Clerk

DATE:

~~3/3~~ 3/1/2010