

TOWN OF HARRISON

COUNTY OF HUDSON

ORDINANCE NO. 1407

AN ORDINANCE TO AMEND ORDINANCE NOS. 1217, 1281 AND 1328 TO PROVIDE SALARY INCREASES FOR MEMBERS OF THE HARRISON POLICE DEPARTMENT - - PBA LOCAL 22

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

Section 1. There is hereby established a new salary schedule for members the Town of the Harrison Police Department, Harrison Policemen’s Benevolent Association Local No. 22 (PBA Local 22), effective January 1 of the year indicated:

Police Officer - Hired before 02/01/2017

<u>Step</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Step 1 (New Hire)	42,426	43,699	45,010	46,360
Step 2 (begin 2nd year)	59,212	60,988	62,818	64,703
Step 3 (begin 3rd year)	71,942	74,100	76,323	78,613
Step 4 (begin 4th year)	76,852	79,158	81,533	83,979
Step 5 (begin 5th year)	81,081	83,513	86,018	88,599
Step 6 (begin 6th year)	89,079	91,751	94,504	97,339
Step 7 (begin 7th year)	92,055	94,817	97,662	100,592
Step 8 (begin 8th year)	102,778	105,861	109,037	112,308

Police Officer - Hired after 01/31/2017

<u>Step</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Step 1 (New Hire)	42,426	43,699	45,010	46,360
Step 2 (begin 2nd year)	47,911	49,348	50,828	52,353
Step 3 (begin 3rd year)	53,396	54,998	56,648	58,347
Step 4 (begin 4th year)	58,882	60,648	62,467	64,341
Step 5 (begin 5th year)	64,368	66,299	68,288	70,337
Step 6 (begin 6th year)	69,853	71,949	74,107	76,330
Step 7 (begin 7th year)	75,338	77,598	79,926	82,324
Step 8 (begin 8th year)	80,823	83,248	85,745	88,317
Step 9 (begin 9th year)	86,309	88,898	91,565	94,312
Step 10 (begin 10th year)	91,795	94,549	97,385	100,307
Step 11 (begin 11th year)	97,279	100,197	103,203	106,299
Step 12 (begin 12th year)	102,778	105,861	109,037	112,308

Section 2. All of the terms and conditions set forth in the January 21, 2020 Memorandum of Agreement (“MOA”) between the Town of Harrison and PBA Local 22, attached hereto and made a part hereof, are incorporated herein by reference as if set forth at length herein, and Mayor Fife’s execution of same is hereby ratified and confirmed. No terms of the Collective Bargaining Agreement have been altered by the MOA or this Ordinance except as set forth in the MOA and this Ordinance. The MOA includes the following terms:

- a. The CBA shall be for a 4-year period, commencing 1/1/2020 and ending 12/31/2023.
- b. Salary increases shall be as follows:
 - 2020 – 3% ATB
 - 2021 – 3% ATB
 - 2022 – 3% ATB
 - 2023 – 3% ATB.

- i. Notwithstanding the foregoing, all Members shall receive the above-referenced raise for 2020 retroactive to January 1, 2020 (this shall not be applicable to Overtime earned before implementation of the new salary).
- c. The following stipends shall be added under terms/procedures to be mutually agreed upon:
 - i. 4-Year College Stipend – all members with a 4-year bachelor degree from an accredited institution shall receive an annual stipend of \$625.
 - ii. Veteran Stipend – all members with either 4 years of full-time duty with an honorable discharge OR 4 years of National Guard/Reserve and at least one (1) deployment shall receive an annual stipend of \$625.
 - iii. A member can be eligible to receive both stipends.
- d. Field Training Officers (“FTOs”) shall be appointed by the Chief of Police. FTOs shall receive 2 hours of compensatory time for each 12-hours, and 1 hour of compensatory time for each 6-hours, that they train newly-hired officers, subject to the following conditions/restrictions:
 - i. All compensatory time earned hereunder shall be used within the calendar year earned, cannot carry-over to subsequent years, and can be exchanged for compensation under terms/procedures to be mutually agreed upon.
 - ii. Compensatory time earned hereunder cannot be used if it will cause overtime.
 - iii. A newly-hired officer shall be assigned principally to one (1) FTO, and that is the only FTO that will receive compensatory time hereunder related to the training of said newly-hired officer.
 - iv. The maximum amount of compensatory time that an FTO can earn from a newly hired officer is 24 hours for an officer who was previously performing police duties at another law-enforcement agency (e.g., an intergovernmental transfer from the sheriff’s office or another law-enforcement agency), and 48 hours for an officer with no previous police experience (e.g., a recruit selected from an open competitive employment list with no prior police experience other than graduating from a police academy).
 - v. The Chief of Police shall administer this program.

Section 3. All conditions not covered by this Ordinance shall continue to be governed, controlled and interpreted by reference to the Town’s ordinances, resolutions, rules and regulations. Any and all present benefits which are enjoyed by employees covered by this Ordinance, that have not been included in this Ordinance or changed by the Collective Bargaining Agreement, shall be continued, if legal.

Section 4. The Mayor and Town Clerk are hereby authorized to execute a new Collective Bargaining Agreement that contains the foregoing terms.

Section 5. Any existing ordinances or parts thereof which are inconsistent with the provisions herein are hereby repealed.

Section 6. This Ordinance shall take effect immediately upon final passage according to law.

/s/ Ellen Mendoza
Councilwoman Ellen Mendoza

Introduced: 02-04-2020

I, Paul J. Zarbetski, Town Clerk of the Town of Harrison, County of Hudson, State of New Jersey, hereby certify that at a Meeting of the Mayor and Council held on February 4, 2020 the foregoing Ordinance passed on first reading.

Paul J. Zarbetski, Town Clerk

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	X		X			
M. CAMANO			X			
M. DOLAGHAN			X			
J. DORAN			X			
J. HUARANGA		X	X			
E. MENDOZA			X			
F. NASCIMENTO			X			
E. VILLALTA						X
J. FIFE						X

Adopted: 03-03-2020

Approved: _____
Mayor James A. Fife

I, Paul J. Zarbetski, Town Clerk of the Town of Harrison, County of Hudson, State of New Jersey, hereby certify that at a Meeting of the Mayor and Council duly held on March 3, 2020 the foregoing Ordinance, previously published according to law, was adopted on second reading, approved by the Mayor, spread in full in the ordinance book, and published according to law.

Paul J. Zarbetski, Town Clerk

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	X		X			
M. CAMANO		X	X			
M. DOLAGHAN			X			
J. DORAN						X
J. HUARANGA			X			
E. MENDOZA			X			
F. NASCIMENTO						X
E. VILLALTA			X			
J. FIFE			X			

MEMORANDUM OF AGREEMENT
between
the TOWN OF HARRISON and
HARRISON POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 22 (PBA LOCAL 22)

THIS MEMORANDUM OF AGREEMENT is made this 21st day of January, 2020, by and between the TOWN OF HARRISON, a Municipal Corporation of the State of New Jersey ("Town"), with an address of 318 Harrison Avenue, Harrison, New Jersey, 07029-1796, and the HARRISON POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 22 ("Association"), with an address of P.O. Box 233, Harrison, New Jersey 07029-1796 (also collectively known as the "Parties").

Whereas, the Town and the Association have engaged in negotiations pursuant to New Jersey law for a new collective bargaining agreement (the "new CBA") between the Parties, as the current CBA expired December 31, 2019 (the "current CBA"); and

Whereas, the Town and the Association wish to enter into this Memorandum of Agreement (the "Agreement") setting forth the terms for a successor (to be drafted) CBA for 2020-2023.

Now therefore, in consideration of the promises and agreements hereinafter contained and the payments hereinafter provided to be made, the Parties agree as follows:

1. Except as this MOA shall otherwise provide, the terms of the current CBA which expired December 31, 2019 shall continue.
2. The new CBA shall commence on January 1, 2020 and end December 31, 2023. Negotiations for a successor CBA covering the terms and conditions of employment for all sworn, non-superior members of the Harrison Police Department Patrol ("Members") shall commence in 2023 pursuant to the rules of the New Jersey Public Relations Commission, but in no event later than September 15, 2023.
3. This Agreement shall replace the current CBA covering January 1, 2016 - December 31, 2019. As soon as possible after execution of this Agreement, a comprehensive new CBA incorporating all of the terms set forth below, as well as

any operative terms and conditions of employment which are not set forth in the predecessor CBAs or this Agreement but otherwise agreed upon by the Parties shall be drafted and executed by the Parties.

4. This Agreement is subject to ratification by the membership of the Association and the Town of Harrison Mayor and Council.

5. The following terms are agreed to between the Parties:

a. The CBA shall be for a 4-year period, commencing 1/1/2020 and ending 12/31/2023.

b. Salary increases shall be as follows:

2020 – 3% ATB
2021 – 3% ATB
2022 – 3% ATB
2023 – 3% ATB.

I. Notwithstanding the foregoing, all Members shall receive the above-referenced raise for 2020 retroactive to January 1, 2020 (this shall not be applicable to Overtime earned before implementation of the new salary).

c. The following stipends shall be added under terms/procedures to be mutually agreed upon:

- I. 4-Year College Stipend – all members with a 4-year bachelor degree from an accredited institution shall receive an annual stipend of \$625.
- II. Veteran Stipend – all members with either 4 years of full-time duty with an honorable discharge OR 4 years of National Guard/Reserve and at least one (1) deployment shall receive an annual stipend of \$625.
- III. A member can be eligible to receive both stipends.

d. Field Training Officers (FTOs) shall be appointed by the Chief of Police. FTOs shall receive 2 hours of compensatory time for each 12-hours, and 1 hour of compensatory time for each 6-hours, that they train newly-hired officers, subject to the following conditions/restrictions:

- I. All compensatory time earned hereunder shall be used within the calendar year earned, cannot carry-over to subsequent years, and can be exchanged for compensation under terms/procedures to be mutually agreed upon.
- II. Compensatory time earned hereunder cannot be used if it will cause overtime.
- III. A newly-hired officer shall be assigned principally to one (1) FTO, and that is the only FTO that will receive compensatory time hereunder related to the training of said newly-hired officer.
- IV. The maximum amount of compensatory time that an FTO can earn from a newly-hired officer is 24 hours for an officer who was previously performing police duties at another law-enforcement agency (e.g., an intergovernmental transfer from the sheriff's office or another law-enforcement agency), and 48 hours for an officer with no previous police experience (e.g., a recruit selected from an open competitive employment list with no prior police experience other than graduating from a police academy).
- V. The Chief of Police shall administer this program.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective representatives.

Harrison PBA, Local No. 22

Town of Harrison

ALLAN FORD, President

JAMES A. FIFE, Mayor¹

Dated: _____

Dated: _____

¹ The signature of the Mayor is subject to ratification by the Town Council at the February 4, 2020 Town Meeting.