

TOWN OF HARRISON

COUNTY OF HUDSON

ORDINANCE NO. 1504

**AN ORDINANCE TO AMEND ORDINANCE NOS. 1217, 1281, 1328 AND 1407 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:

Step	2023	2024	2025 2.00%	2026 2.00%	2027 2.00%
1	\$47,287	\$49,700	\$50,694	\$51,708	\$52,742
2	\$53,400	\$57,400	\$58,548	\$59,719	\$60,913
3	\$59,514	\$65,100	\$66,402	\$67,730	\$69,085
4	\$65,628	\$72,800	\$74,256	\$75,741	\$77,256
5	\$71,744	\$80,500	\$82,110	\$83,752	\$85,427
6	\$77,857	\$88,200	\$89,964	\$91,763	\$93,599
7	\$83,970	\$95,900	\$97,818	\$99,774	\$101,770
8	\$90,083	\$103,600	\$105,672	\$107,785	\$109,941
9	\$96,198	\$111,300	\$113,526	\$115,797	\$118,112
10	\$102,313	\$120,000	\$122,400	\$124,848	\$127,345
11	\$108,425				
12	\$114,552				

Probationary Step: \$45,000.00 – 01/01/2024-12/31/2027

I. Due to the reduction in the number of steps starting 01/01/2024, employees on Steps 1-9 on 12/31/2023 shall be placed on the same Step on 01/01/2024, and on their anniversary date in 2024 they will move to the next higher numbered step. Employees hired after 02/01/2017 on Steps 10-12 on 12/31/2023 shall be placed on Step 10 on 01/01/2024. Employees hired before 02/01/2017 who are at the top Step on their salary guide applicable to officers hired before 02/01/2017 shall be placed on Step 10 on 01/01/2024.

Section 2. All of the terms and conditions set forth in the February 2, 2024 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.

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: 02-13-2024

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 13, 2024, the foregoing Ordinance passed on first reading.

Paul J. Zarbetski, Town Clerk

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

Adopted: 03-05-2024

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 5, 2024 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			
M. DOLAGHAN						X
J. DORAN	X		X			
J. HUARANGA			X			
E. MENDOZA						X
D. SARABANDO			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 2nd day of February, 2024, 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, and the HARRISON POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 22 ("Association"), with an address of P.O. Box 233, Harrison, New Jersey 07029 (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 is set to expire December 31, 2023 (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 2024-2027.

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 expires December 31, 2023 shall continue.
2. The new CBA shall commence on January 1, 2024 and end December 31, 2027. 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 2027 pursuant to the rules of the New Jersey Public Relations Commission, but in no event later than September 15, 2027.
3. This Agreement shall replace the current CBA covering January 1, 2020 - December 31, 2023. 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 1/1/2024 and ending 12/31/2027.
- B. Salary increases shall be as set forth in the below chart, and shall be inclusive of the former Firearm and Protective Equipment and Maintenance stipend of 2.0% which is hereby being discontinued effective 12/31/2023, with the “steps” reduced from 12 to 10, and with a new “Probationary Step” effective 01/01/2024 (as set forth below):

Step	2023	2024	2025 2.00%	2026 2.00%	2027 2.00%
1	\$47,287	\$49,700	\$50,694	\$51,708	\$52,742
2	\$53,400	\$57,400	\$58,548	\$59,719	\$60,913
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11	\$108,425				
12	\$114,552				

Probationary Step: \$45,000.00 – 01/01/2024-12/31/2027

- I. Due to the reduction in the number of steps starting 01/01/2024, employees on Steps 1-9 on 12/31/2023 shall be placed on the same Step on 01/01/2024, and on their anniversary date in 2024 they will move to the next higher numbered step. Employees hired after 02/01/2017 on Steps 10-12 on 12/31/2023 shall be placed on Step 10 on 01/01/2024. Employees hired before 02/01/2017 who are at the top Step on their salary guide applicable to officers hired before 02/01/2017 shall be placed on Step 10 on 01/01/2024.
- C. Effective 01/01/2024, there shall be a new Probationary Step that shall be applicable to all employees who are not permanent. In this regard, an employee becomes permanent (hereinafter “Permanent”) after successful completion of the police academy and all required training, **and** satisfactory completion of the 12-month working test period. As set forth below, all employees shall remain on the Probationary Step until they become Permanent.

- I. All current and future employees who are not Permanent as of 12/31/2023 shall be placed on the Probationary Step on either 01/01/2024 (for employees hired on or prior to 12/31/2023) or their actual date of hire (for employees hired after 12/31/2023), at an annual salary of \$45,000.00, provided that the annual salary for employees on the Probationary Step who were hired on or prior to 12/31/2023 shall be the greater of \$45,000.00 or the salary they were receiving on 12/31/2023.
- II. Employees on the Probationary Step shall be placed on Step 1 on the date that they become Permanent (hereinafter “Permanent Date”).¹ All future step movements shall be on the first pay of the month of the employee’s annual anniversary (hereinafter “Anniversary”) of his/her Permanent Date. For example, on an employee’s 1st Anniversary (12 months from his/her Permanent Date) he/she shall be placed on Step 2. On an employee’s 2nd Anniversary (24 months from his/her Permanent Date) he/she shall be placed on Step 3. On an employee’s 3rd Anniversary (36 months from his/her Permanent Date) he/she shall be placed on Step 4. And so on until the employee reaches Step 10 (108 months from his/her Permanent Date).²
- III. Employees on the Probationary Step, regardless of their date of hire, shall not be entitled to the “unlimited sick leave program” (ARTICLE X of the CBA) (hereinafter “USLP”). Employees on the Probationary Step, in lieu of the USLP, shall accrue 1.25 sick days³ per full month of service for their first partial year, and then shall be credited with 15 sick days on the January 1st after their date of hire. Sick days accrued hereunder shall be replaced by the USLP when an employee becomes Permanent.
 - a. Employees hired on or prior to 12/31/2023, who were not Permanent as of 12/31/2023, shall be credited on 01/01/2024 with 1.25 sick days for each full month of service performed prior to 01/01/2024, plus 15 days, less the number of sick days used prior to 01/01/2024. In the event that this calculation results in a negative number, said shall be zero (0). By way of example, an employee on the Probationary Step on 01/01/2024 with 6 months of service in 2023 who used 10 sick days will be credited with 12.5 sick days on 01/01/2024 ($6 \times 1.25 = 7.5$ (earned in 2023) + 15 (01/01/2024 allotment) – 10 (used) = 12.5). Sick days accrued hereunder shall be replaced by the USLP when an employee becomes Permanent.

¹ Employees hired on or prior to 12/31/2023 shall be placed on Step 2 (instead of Step 1) on their Permanent Date.

² For employees hired on or prior to 12/31/2023, on their 1st Anniversary (12 months from their Permanent Date) they shall be placed on Step 3, and so on and so forth.

³ Each sick day is 8 hours.

IV. Effective 01/01/2024, employees on the Probationary Step shall, in addition to sick leave set forth in C(III) above, only receive the following annual personal time off (“PTO”): 13.33 hours of vacation leave and 2.5 hours of personal time for each full completed month of service for their first partial year, and then shall be credited with 20 vacation days (160 hours) and 30 hours of personal time on the January 1st after their date of hire. To be clear, employees on the Probationary Step shall not receive Administrative time off, paid holidays off (unless they are in the police academy and the police academy celebrates a holiday), etc.⁴

D. Effective 12/31/2023, the Firearm and Protective Equipment and Maintenance stipend of 2.0% (ARTICLE XVII, Section 1 of the CBA) shall be permanently discontinued, as same has been added to the salaries set forth in 5(B) above.

E. ARTICLE XXV, Section 3 of the CBA regarding Flex Due to Training shall be deleted and replaced with the following:

The Police Chief (“Chief”) shall schedule training for all members. For training that is scheduled during non-work hours (“off-duty”), the Chief shall schedule same in advance, subject to the demands of the Department and the necessity of the subject training. Members shall receive one (1) hour of straight-time pay⁵ for each one (1) hour of off-duty training completed as full and final compensation for said off-duty training (hereinafter “Straight-Time Training”). Starting 01/01/2024, Straight-Time Training replaces the previous practice of members receiving 24 hours of compensatory time each calendar year (previously known as Flex Due to Training). The maximum number of hours that the Chief may schedule under Straight-Time Training in a calendar year is 48 (hereinafter “Maximum Hours”), unless the NJ Attorney General (or similar authority) shall increase the amount of mandatory police training, in which event the Maximum Hours shall be increased accordingly. For example, if the NJ Attorney General in 2025 creates a new mandate of 4 hours of sensitivity training per year, the maximum shall increase to 52. Any training in a calendar year that exceeds the Maximum Hours shall be paid under the existing applicable over-time policies.

⁴ However, employees on the Probationary Step who are on a tour (12-Hour Shift) shall accrue Kelly time at the rate of 7 hours for each full month of service completed.

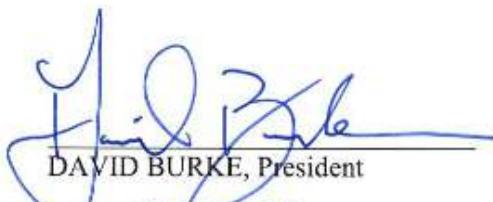
⁵ Officers may choose to receive compensatory time on a 1-to-1 basis in lieu of straight-time pay, which the Town may cash-out at its discretion if same is not used by the end of the year earned.

- F. The Clothing Allowance (ARTICLE XII) shall be increased from \$725 to \$1,000.
- G. As long as it does not result in a reduction of hours worked (ARTICLE XXV), the Association may collaborate with the Chief of Police to implement an alternative 12-Hour Shift, provided that same shall require the agreement of both bargaining units (PBA 22 and PBA 22A), the Police Chief and the Police Chairman.
- H. The second paragraph in ARTICLE XXI, Section 3 shall be replaced with the following:

The hourly differential shall be \$10 (currently \$5.15) regardless of position on the salary Steps.
- I. The Longevity pay rate for any employee entitled to same (hired prior to 02/01/2017) shall be frozen at the percentage he/she was receiving on 12/31/2023. By way of example, an employee hired prior to 02/01/2017 who was receiving 6% Longevity pay on 12/31/2023 shall continue to receive 6% Longevity pay going forward and same shall never increase.
- J. All PTO with the exception of personal time shall be prorated in the last year of employment as follows: 1st Q.—25%, 2nd Q.—50%, 3rd Q.—75%, 4th Q.—100%.

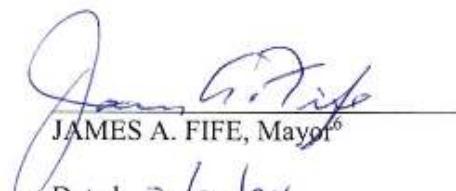
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective representatives.

Harrison PBA, Local No. 22



DAVID BURKE, President
Dated: 2-2-24

Town of Harrison



JAMES A. FIFE, Mayor⁶
Dated: 2/2/24

⁶ The signature of the Mayor is subject to ratification by the Town Council.