

TOWN OF HARRISON

COUNTY OF HUDSON

ORDINANCE NO. 1478

**AN ORDINANCE TO AMEND ORDINANCE NOS. 1219, 1250, 1280, 1327, 1389 AND 1459
TO PROVIDE SALARY INCREASES FOR MEMBERS OF THE HARRISON FIRE DEPARTMENT**

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 of the Town of Harrison Fire Department, Harrison Firemen's Mutual Benevolent Association Local No. 22 (FMBA 22), effective January 1 of the year indicated:

A. FIRE FIGHTER - Hired Before 01/01/2017

<u>Title</u>	<u>Step</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Fire Fighter	Top Step	\$ 106,100	\$ 108,222	\$ 110,386	\$ 112,594

FIRE FIGHTER - Hired After 12/31/2016

<u>Title</u>	<u>Step</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Fire Fighter	Begin Year 1	\$ 43,797	\$ 44,673	\$ 45,566	\$ 46,477
Fire Fighter	Begin Year 2	\$ 49,460	\$ 50,449	\$ 51,458	\$ 52,487
Fire Fighter	Begin Year 3	\$ 55,123	\$ 56,225	\$ 57,350	\$ 58,497
Fire Fighter	Begin Year 4	\$ 60,785	\$ 62,001	\$ 63,241	\$ 64,506
Fire Fighter	Begin Year 5	\$ 66,447	\$ 67,776	\$ 69,132	\$ 70,515
Fire Fighter	Begin Year 6	\$ 72,111	\$ 73,553	\$ 75,024	\$ 76,524
Fire Fighter	Begin Year 7	\$ 77,773	\$ 79,328	\$ 80,915	\$ 82,533
Fire Fighter	Begin Year 8	\$ 83,436	\$ 85,105	\$ 86,807	\$ 88,543
Fire Fighter	Begin Year 9	\$ 89,098	\$ 90,880	\$ 92,698	\$ 94,552
Fire Fighter	Begin Year 10	\$ 94,761	\$ 96,656	\$ 98,589	\$ 100,561
Fire Fighter	Begin Year 11	\$ 100,424	\$ 102,432	\$ 104,481	\$ 106,571
Fire Fighter	Begin Year 12	\$ 106,100	\$ 108,222	\$ 110,386	\$ 112,594

B. SUPERVISORS

<u>Supervision/Title</u>	<u>Step</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
2 nd Level / BFC	Begin Year 1	\$ 133,250	\$ 135,915	\$ 138,633	\$ 141,406
2 nd Level / BFC	Begin Year 2	\$ 139,400	\$ 142,188	\$ 145,032	\$ 147,933
1 st Level / Capt.	Begin Year 1	\$ 116,600	\$ 118,932	\$ 121,311	\$ 123,737
1 st Level / Capt.	Begin Year 2	\$ 127,100	\$ 129,642	\$ 132,235	\$ 134,880

Section 2. All of the terms and conditions set forth in the Memorandum of Agreement between the Town of Harrison and FMBA 22, attached hereto and made a part hereof, are incorporated herein by reference as if set forth at length herein.

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 (CBA), shall be continued, if legal.

Section 4. The Mayor and Town Clerk are hereby authorized to sign a new CBA with the FMBA 22 incorporating the above-referenced terms and provisions into the existing CBA.

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: 02-17-2023

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 17, 2023, 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		X			
J. HUARANGA			X			
E. MENDOZA			X			
D. SARABANDO			X			
E. VILLALTA			X			
J. FIFE			X			

Adopted: 03-07-2023

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 7, 2023 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
the HARRISON FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 22 (FMBA LOCAL 22)

This MEMORANDUM OF AGREEMENT (the "MOA" and/or the "Agreement") is made and effective as of the 1st day of January, 2023 (the "Effective Date"), 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 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 22 (the "Association"), the exclusive representative of the uniformed members of the Harrison Fire Department ("HFD"), with an address of P.O. Box 267, Harrison, New Jersey, 07029-1796. The Town and Association shall be collectively referred to herein as the "Parties."

WHEREAS, the Town and the Association have engaged in negotiations pursuant to New Jersey law for a new collective bargaining agreement ("CBA") between the Parties, as the current CBA expired on December 31, 2022; and

WHEREAS, the prior offers/proposals of the Parties are hereby withdrawn; and

WHEREAS, the Town and the Association wish to enter into this MOA setting forth the terms for a new (to be drafted) CBA for 2023-2026; and

WHEREAS, except as set forth explicitly herein, both the Town and the Association reserve all of their respective rights.

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

1. This MOA commences January 1, 2023 and ends December 31, 2026, at which time negotiations for a successor agreement covering the terms and conditions of employment for all sworn members of the HFD ("Members") shall commence.
2. Except as this MOA shall otherwise provide, the terms of the current CBA shall continue.
3. This Agreement is subject to ratification by the membership of Association and the Mayor & Council of the Town.
4. The following terms are agreed to between the Parties:
 - a. Term. The CBA shall be for a 4-year period, commencing 01/01/2023 and ending 12/31/2026. The Town and the Association shall meet prior to 12/31/2026 for the purposes of negotiating the terms for a successor agreement.
 - b. Longevity Pay. For all Members hired on or after 12/28/2016, eliminate longevity.
 - c. Salaries. See attached Schedule of Salaries.
 - i. All Members with EMT certification shall receive an EMT Differential of 8% on the base salaries set forth on the attached Schedule of Salaries.
 - ii. Effective 01/01/2023, eliminate the EMS Stipend for all Members.
 - d. Vacation Reduction. Effective 01/01/2023, permanently reduce the annual vacation allotment for all Members by 7 (12-hour) days.^a This vacation reduction shall not affect the longevity vacation days provisions of the CBA.
 - e. Salary increases, EMS Stipend elimination, and vacation reduction for 2023 are to be retroactive to 01/01/2023, except there will be no retroactive pay for OT or acting pay that was paid prior to the date of the salary change (i.e., the date of the first regular pay that has the new salaries).

^a At the option of the Association, to be communicated in writing to the Town no later than 02/28/2023, the annual vacation allotment reduction may instead be as follows: 6 (12-hour) days for Firefighters; 7 (12-hour) days for Fire Captains; and 8 (12-hour) days for Battalion Fire Chiefs.

f. Current CBA Terms and Conditions. All of the terms and conditions set forth in the current CBA that are not modified herein shall remain in full force and effect. All other proposals made by the Town and the Association are hereby withdrawn.

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

HARRISON FMBA, LOCAL NO. 22

TOWN OF HARRISON

JOSEPH MOSCINSKI, President

JAMES A. FIFE, Mayor

Dated: _____

Dated: _____

SALARIES (BASE BEFORE EMT DIFFERENTIAL OF 8%)**FIRE FIGHTER - Hired Before 01/01/2017**

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