

TOWN OF HARRISON

COUNTY OF HUDSON

ORDINANCE NO. 1328

AN ORDINANCE TO AMEND ORDINANCE NOS. 1217 AND 1281 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 (Patrolman) – Hired before 02/01/2017

	0%	12%	0%	0%
Step	2016	2017	2018	2019
Step 1 (new hire)	36,777	41,190	41,190	41,190
Step 2 (begin 2nd year)	51,328	57,487	57,487	57,487
Step 3 (begin 3rd year)	62,363	69,847	69,847	69,847
Step 4 (begin 4th year)	66,620	74,614	74,614	74,614
Step 5 (begin 5th year)	70,285	78,719	78,719	78,719
Step 6 (begin 6th year)	77,218	86,484	86,484	86,484
Step 7 (begin 7th year)	79,798	89,374	89,374	89,374
Step 8 (begin 8th year)	89,093	99,784	99,784	99,784

Police Officer (Patrolman) – Hired after 1/31/2017

	0%	12%	0%	0%
Step	2016	2017	2018	2019
Step 1 (new hire)	36,777	41,190	41,190	41,190
Step 2 (begin 2nd year)	41,532	46,516	46,516	46,516
Step 3 (begin 3rd year)	46,287	51,841	51,841	51,841
Step 4 (begin 4th year)	51,042	57,167	57,167	57,167
Step 5 (begin 5th year)	55,797	62,493	62,493	62,493
Step 6 (begin 6th year)	60,552	67,818	67,818	67,818
Step 7 (begin 7th year)	65,307	73,144	73,144	73,144
Step 8 (begin 8th year)	70,062	78,469	78,469	78,469
Step 9 (begin 9th year)	74,817	83,795	83,795	83,795
Step 10 (begin 10th year)	79,572	89,121	89,121	89,121
Step 11 (begin 11th year)	84,327	94,446	94,446	94,446
Step 12 (begin 12th year)	89,092	99,783	99,783	99,783

Section 2. All of the terms and conditions set forth in the February 1, 2017 Memorandum of Agreement 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.

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 Any existing ordinances or parts thereof which are inconsistent with the provisions herein are hereby repealed.

Section 5. This Ordinance shall take effect immediately upon final passage according to law.

/s/ James P. Doran
Councilman James P. Doran

Introduced: 02-07-2017

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 7, 2017, 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. DOLAGHAN			X			
J. DORAN	X		X			
J. HUARANGA			X			
C. MANDAGLIO						X
A. MILLAN			X			
F. NASCIMENTO						X
E. VILLALTA			X			
J. FIFE			X			

Adopted: 03-07-2017

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, 2017 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. DOLAGHAN	X		X			
J. DORAN			X			
J. HUARANGA			X			
C. MANDAGLIO						X
A. MILLAN			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 1st day of February, 2017, 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, 2015 (the "current CBA"); and

Whereas, the Town is participating in the State of New Jersey Transitional Aid Program (the "Program"), which provides budgetary assistance to the Town in the form of Transitional Aid ("Aid"); and

Whereas, the Program requires that the Town sign an annual Memorandum of Understanding with the Department of Community Affairs, Division of Local Government Services (the "Division"), whereby the Town agrees to oversight by the Division, including oversight of the negotiation of CBAs with the Town's unions; and

Whereas, the Division has been overseeing negotiations between the Town and the Association, being present at several of the meetings between the Parties; and

Whereas, the Division advised the Town that, as a condition to receipt of Aid for 2016, the Town could not voluntarily settle on terms for a successor CBA that contains raises in excess of the maximum raises that could be awarded at binding interest arbitration (which has a 2% salary cap), unless the successor CBA contains terms which amount to significant concessions, such as an increase in total hours worked; and

Whereas, the Town accepted Aid for 2016; and

Handwritten signatures in black ink, appearing to be initials or names, located on the right side of the page.

Whereas, with the assistance of the Division, the Parties have negotiated the terms of a mutually-acceptable successor 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 2016-2019.

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. The new CBA shall commence on January 1, 2016 and end December 31, 2019. 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 2019 pursuant to the rules of the New Jersey Public Relations Commission, but in no event later than September 15, 2019.
2. Except as this Agreement or the new CBA shall otherwise provide, the current CBA shall no longer be of any force or effect.
3. This Agreement shall replace the current CBA covering January 1, 2012 - December 31, 2015. 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, the Town of Harrison Mayor and Council, and the Division, and will not become effective unless and until a 12-hour shift schedule is agreed to by the superiors' union (PBA Local 22A) and a Memorandum of Agreement containing substantially similar terms as the instant Agreement is executed by the Town and the said superiors' union.
5. The following terms are agreed to between the Parties:
 - a. The CBA shall be for a 4-year period, commencing 1/1/2016 and ending 12/31/2019.



- b. 12-Hour Shift. On or before March 1, 2017, the Chief shall implement a 12-hour shift schedule, whereby every patrol officer will work some combination of fourteen (14) 12-hour days in a twenty-eight (28) day cycle for 168 scheduled hours in a cycle and 2,190 scheduled work hours in a year (a "Pitman" schedule, or some variant that meets the foregoing parameters). The initial deployment of shifts, subject to change by management, shall be 0600 to 1800 for the "day" tours, and 1800 to 0600 for the "night" tours. Labor and management will agree upon the number of 30-minute early patrol units to incorporate an overlap. The patrol officers will remain "on the road" and available for calls until the completion of their tour. The Chief reserves the right to adjust the hours of the shifts based on the needs of the community upon 30 days written notice to labor. There will be a five-minute prep time for each shift. Police officers will be held accountable for a full workday. Patrol officers must be fully dressed and equipped and ready to go at line-up at 0600 hours or 1800 hours. The department may assign police officers to work training days for mandated training, certifications and/or on and off site re-certifications. A police officer's days off may be adjusted as warranted by the training schedules. Patrol officers assigned to the 12-hour shift shall receive seven (7) 12-hour schedule adjustment days ("Kelly" days) off in a calendar year. These Kelly days shall be used by the officers evenly throughout the work-year, but cannot be used if they will cause overtime. These Kelly days must be used in the year earned, cannot carry-over to subsequent years, and cannot be exchanged for compensation. The patrol officers will be scheduled to work 2,190 hours/year (182.5 x 12-hour days), but will be able to use the aforementioned seven (7) Kelly days (84 hours) per year to reduce same to 2,106 hours/year. Administrative personnel not assigned to the 12-hour shift shall receive no (zero) Kelly days. The administrative officers will be scheduled 1,984 hours/year (2,080 less 12 holidays (96 hours)), Monday – Friday, 8-hour days. The 12-hour shift schedule shall be evaluated bi-annually (approximately every 6 months) according to performance measures established by the Chief. Subject to the conditions below, the Town shall retain the right to revert to any of the previously-established schedules, with changes to the current schedule, the impact thereof, and adjustments to the salaries respective to said schedules to be agreed to by the Parties after negotiation, absent which the issue shall be settled by arbitration.



- I. Notwithstanding past-practice, the administrative personnel Members (“Administrative Personnel”) not assigned to a tour, who are on a Monday through Friday, 8-hours per day schedule (“Administrative Schedule”), shall henceforth report for work on General Election Day (November), Lincoln’s Birthday, and whenever the Town Hall is closed for snow or any other emergency.
 - II. The past practice of all Administrative Personnel receiving four (4) 8-hour administrative days off per calendar year shall be discontinued immediately. Henceforth, Administrative Personnel covered by this CBA (non-superiors) shall receive three (3) 8-hour administrative days off per year (“Administrative Days”). Administrative Days shall be prorated on a monthly basis for Members who do not work an Administrative Schedule for the full calendar year.
 - III. The hourly rate for all employees shall be calculated based upon the dollar amount determined by dividing the annual creditable compensation (for pension purposes) by 2,080, and all overtime shall be paid at time-and-a-half of that rate.
- c. In partial consideration for the increased work hours from implementation of the 12-hour shift, salary increases shall be as follows, effective the day that the 12-hour shift is implemented, on or before March 1, 2017:
- 2016 – 0% ATB¹
 - 2017 – 12% ATB
 - 2018 – 0% ATB
 - 2019 – 0% ATB.
- I. Notwithstanding the foregoing, all Members shall receive the above-referenced raise for 2017 retroactive to February 1, 2017. Differential pay for Acting Assignments shall be paid from February 1, 2017 forward according to Paragraph 5(g) below.
- d. The longevity pay provisions shall be amended for new hires (anyone hired on or after the date of execution of this Agreement) to provide for no (zero)

¹ Across the Board (ATB) raises are raises on all of the base salaries, which then becomes the basis for differential and longevity calculation, thereby resulting in a higher effective raise. As set forth above in Paragraph 4, the terms of this Agreement do not become effective unless and until the superiors’ union (PBA Local 22A) accepts a 12-hour shift schedule and a Memorandum of Agreement containing substantially similar terms as the instant Agreement is executed by the Town and the said superiors’ union.



longevity pay. Thus, the longevity pay provisions in effect for current Members shall be discontinued for said new hires.

- e. The salary steps for Patrolman for new hires (anyone hired on or after the date of execution of this Agreement) shall increase from 8 to 12, with even increments as follows:

<i>Step</i>	<i>0% 2016</i>	<i>12% 2017</i>	<i>0% 2018</i>	<i>0% 2019</i>
<i>Step 1 (new hire)</i>	<i>36,777</i>	<i>41,190</i>	<i>41,190</i>	<i>41,190</i>
<i>Step 2 (begin 2nd year)</i>	<i>41,532</i>	<i>46,516</i>	<i>46,516</i>	<i>46,516</i>
<i>Step 3 (begin 3rd year)</i>	<i>46,287</i>	<i>51,841</i>	<i>51,841</i>	<i>51,841</i>
<i>Step 4 (begin 4th year)</i>	<i>51,042</i>	<i>57,167</i>	<i>57,167</i>	<i>57,167</i>
<i>Step 5 (begin 5th year)</i>	<i>55,797</i>	<i>62,493</i>	<i>62,493</i>	<i>62,493</i>
<i>Step 6 (begin 6th year)</i>	<i>60,552</i>	<i>67,818</i>	<i>67,818</i>	<i>67,818</i>
<i>Step 7 (begin 7th year)</i>	<i>65,307</i>	<i>73,144</i>	<i>73,144</i>	<i>73,144</i>
<i>Step 8 (begin 8th year)</i>	<i>70,062</i>	<i>78,469</i>	<i>78,469</i>	<i>78,469</i>
<i>Step 9 (begin 9th year)</i>	<i>74,817</i>	<i>83,795</i>	<i>83,795</i>	<i>83,795</i>
<i>Step 10 (begin 10th year)</i>	<i>79,572</i>	<i>89,121</i>	<i>89,121</i>	<i>89,121</i>
<i>Step 11 (begin 11th year)</i>	<i>84,327</i>	<i>94,446</i>	<i>94,446</i>	<i>94,446</i>
<i>Step 12 (begin 12th year)</i>	<i>89,092</i>	<i>99,783</i>	<i>99,783</i>	<i>99,783</i>

- f. For new hires (anyone hired on or after the date of execution of the new CBA), eliminate paid health insurance for retirees and their dependents when the retiree and his spouse/partner reaches Medicare age (currently 65).
- g. The Acting Assignments terms shall be amended to provide for 2 types of acting assignments: Short Term (where the vacancy is expected to last, at the estimation of the Chief, 30 calendar days or less), and Long Term (where the vacancy is expected to last, at the estimation of the Chief, more than 30 days). Both Short Term and Long Term employees shall receive an hourly pay differential, non-pensionable, based upon the difference between the annual maximum base pay (including firearms and protective equipment and maintenance stipend) for the respective ranks. Only Long Term employees shall be eligible for overtime time-and-a-half pay.

The hourly differential shall be calculated by the Parties by taking the difference between the first step base pay of Sergeant applicable to that Member as per the PBA 22A Agreement/CBA and the base pay of Step 12 Patrolman (both including the 2% firearm stipend but

excluding longevity and all other compensation) and dividing same by 2,080.

Differential pay for acting assignments shall be paid monthly (e.g., differential pay for September shall be paid in the first pay of October).

- h. Terminal leave payment for vacation and sick days accumulated in the final year shall be prorated as per the methodology currently in the FMBA CBA (i.e., retirement in 1st Q.—25%, 2nd Q.—50%, 3rd Q.—75%, 4th Q.—100%).
- i. Vacation Days. The current practice regarding vacation leave shall be continued for the term of the new CBA.
- j. Sick Leave. The current practice regarding sick leave shall be continued for the term of the new CBA.
- k. Training Time. The Chief shall schedule training for all Members during non-work hours, well in advance of said training. The Members shall receive 24 hours of compensatory time each calendar year as full and final compensation for said training, which compensatory days must be used in the year earned, may not cause overtime, cannot carry-over to subsequent years, and cannot be exchanged for compensation.
- l. Detective Bureau Stipend. All members covered by the new CBA who are assigned to the Detective Bureau (“Detectives”) shall receive a yearly stipend of \$1,250, which shall be paid pro-rata annually, in the following February, based upon records provided by the Department to Payroll. The past practice of all Detectives receiving two (2) 8-hour Detective Bureau days off per calendar year shall be discontinued immediately.
- m. 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:
 - l. All compensatory time earned hereunder shall be used within the calendar year earned, cannot carry-over to subsequent years, and cannot be exchanged for compensation.



- 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 20 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 40 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.

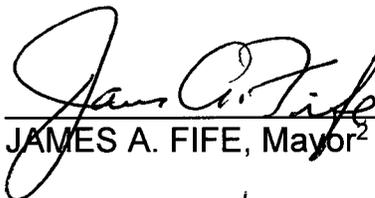
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective representatives.

Harrison PBA, Local No. 22

Town of Harrison



 JOSEPH CARR, President



 JAMES A. FIFE, Mayor²

Dated: 2/1/17

Dated: 2/1/17

² The signature of the Mayor is subject to ratification by the Town Council at the February 7, 2017 Town Meeting, and approval by the Director of the Division of Local Government Services.