

TOWN OF HARRISON

COUNTY OF HUDSON

ORDINANCE NO. 1387

**AN ORDINANCE TO AMEND ORDINANCE NO. 1363 REGARDING THE
EMPLOYMENT CONTRACT OF CHIEF OF POLICE DAVID STRUMOLO AND
TO PROVIDE SALARY INCREASES**

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 salary for David Strumolo to serve as the Chief of Police of the Town of Harrison Police Department as follows:

- 03/01/2019-02/29/2020 - \$180,000 annual

Section 2. The terms and conditions of employment for Police Chief David Strumolo are set forth at length in the attached Contract between the Town of Harrison, Hudson County, New Jersey and David Strumolo to Serve as Chief of Police (the "Contract").

Section 3. The Mayor and Town Clerk are hereby authorized to sign the Contract with David Strumolo to serve as the Chief of Police.

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 Any existing ordinances or parts thereof which are inconsistent with the provisions herein are hereby repealed.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

Introduced: 03-12-2019

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 March 12, 2019 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			
E. MENDOZA			X			
F. NASCIMENTO			X			
E. VILLALTA			X			
J. FIFE			X			

Adopted: 03-19-2019

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 28, 2019 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			
J. DORAN	X		X			
J. HUARANGA			X			
C. MANDAGLIO			X			
E. MENDOZA			X			
F. NASCIMENTO			X			
E. VILLALTA			X			
J. FIFE			X			

CONTRACT

BETWEEN

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

and

DAVID STRUMOLO

TO SERVE AS CHIEF OF POLICE

MARCH 1, 2019 – FEBRUARY 29, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I INTRODUCTION.....	2
II LEAVE OF ABSENCE	2
III OVERTIME	2
IV VACATIONS	3
V PERSONAL LEAVE	3
VI SICK LEAVE	3
VII INJURY LEAVE.....	4
VIII INSURANCE	5
IX CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY.....	5
X. HOLIDAYS	5
XI FUNERAL LEAVE	5
XII MILITARY LEAVE.....	6
XIII SALARIES	6
XIV LONGEVITY	6
XV CHANGES, SUPPLEMENTS OR ALTERATIONS	7
XVI SAVINGS AND SEPARABILITY CLAUSES	7
XVII WORKING HOURS	7
XVIII DEFERRED COMPENSATION	8
XIX EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES.....	8
XX EVALUATION	9
XXI MAINTENANCE OF STANDARDS.....	9
XXII DURATION OF AGREEMENT.....	10

ARTICLE I
INTRODUCTION

- A. This Contract is entered into this 1st day of March, 2019, between the Town of Harrison (hereinafter referred to as the "Town") and David Strumolo (hereinafter referred to as the "Chief of Police").
- B. This Contract (also referred to as "Agreement") shall have a duration of March 1, 2019 through February 29, 2020.
- C. This Agreement shall be in effect only for David Strumolo for the period of time that he holds the position of Chief of Police of the Harrison Police Department. This Agreement shall be terminated effective immediately if the New Jersey Department of Personnel revokes, terminates or removes Mr. Strumolo from the rank of Chief of Police. Provided further, this Agreement shall be terminated if Mr. Strumolo is removed as Chief by the Town in accordance with the laws and procedures of the New Jersey Department of Personnel. This Agreement shall also be terminated if for any reason Mr. Strumolo is unable to continue as Chief by reason of disability, death, incapacity not covered by the sick leave provision or any other reason, including retirement.

ARTICLE II
LEAVE OF ABSENCE

- A. Leaves of absence shall be granted pursuant to State Law.

ARTICLE III
OVERTIME

- A. The Chief of Police shall not receive overtime compensation or compensatory time or any payment at any time including but not limited to payment at time of retirement for hours of work in excess of the normal work week.

ARTICLE IV
VACATIONS

- A. The Town shall maintain its existing vacation policies for the period March 1, 2019 through February 29, 2020.
- B. Effective March 1, 2018: 30 vacation days, plus one (1) additional day for every five (5) years of service, and no (zero) rank days.
- C. Effective June 1, 2005, the existing unlimited vacation accrual program shall be discontinued. In its place there shall be a two year vacation accrual. The current amount of vacation shall be red circled. This program shall be the same terms as the P.B.A. Agreement.

ARTICLE V
PERSONAL LEAVE

- A. The Police Chief shall be entitled to two (2) personal days.

ARTICLE VI
SICK LEAVE

- A. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident injury, disability or exposure to contagious disease.
- B. In the event the Chief of Police requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.
- C. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Town may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Town may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.
- D. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.

- E. The Chief of Police shall be entitled to the same unlimited sick leave program as the P.B.A. in accordance with the statutes of the State of New Jersey.
- F. During the existence of the unlimited sick leave program the Chief shall not receive any sick leave payment or terminal leave payment for any sick days previously accrued upon retirement.
- G. The sick leave accrual shall be kept in a bank to be put on the side in case the Town reverts back to the old sick leave provision. If the Town reverts to the former program of fifteen (15) sick days per year for the P.B.A., such program shall apply to the Chief of Police including the terminal leave program on the same provisions as the P.B.A. with limitations to total payments and schedule for said payments.
- H. Upon the death of the Chief of Police if on active duty, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation and personal days, subject to the foregoing parameters.

ARTICLE VII
INJURY LEAVE

- A. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Chief of Police shall be entitled to full pay for a period of one year. If the Chief of Police exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Town in order to receive his entire salary payment.
- B. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
- C. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Town, that he is unable to work, and the Town may reasonably require the Chief of Police to present such a certificate or report from time to time.

ARTICLE VIII
INSURANCE

- A. The Chief of Police shall receive the same health insurance benefits as set forth in the P.B.A. collective bargaining agreements, and shall be subject to all of the terms and conditions thereof, including co-pays, contributions, etc.

ARTICLE IX
CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY

- A. Effective January 1, 2017, the Chief of Police shall receive the same clothing purchase and maintenance allowance as the police officers below the rank of Chief of Police.
- B. Effective June 1, 2005, the Chief of Police shall not receive a muster allowance.

ARTICLE X
HOLIDAYS

- A. Holiday pay is included in the Chief's base pay on the same terms as the P.B.A.

ARTICLE XI
FUNERAL LEAVE

- A. The Chief of Police shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of the funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.
- B. The Chief of Police shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.
- C. The Chief of Police shall be granted bereavement pay for one (1) day for the death of a grandparent-in-law provided the member is scheduled to work on the day of the wake or burial.

ARTICLE XII
MILITARY LEAVE

- A. Military leave shall be granted pursuant to Federal and State Law.

ARTICLE XIII
SALARIES

- A. The annual salary for the Chief of Police shall be as follows:

03/01/2019-02/29/2020 – \$180,000

- B. The Chief of Police shall have the same pay schedule as the P.B.A.
- C. Effective June 1, 2005, the Chief of Police shall not receive a Firearm and Protective Equipment and Maintenance stipend.

ARTICLE XIV
LONGEVITY

- A. Effective June 1, 2005, the Police Chief shall not receive longevity salary adjustments. Accordingly, effective June 1, 2005 the longevity pay program shall be terminated for the Chief of Police.

ARTICLE XV
CHANGES, SUPPLEMENTS OR ALTERATIONS

- A. No change in this Agreement shall be effective unless in writing and signed by the parties. This Agreement sets forth all agreements and understandings of the parties. No oral agreement shall be binding on the parties. Any agreement of the parties must be in writing and be signed and duly authorized.

ARTICLE XVI
SAVINGS AND SEPARABILITY CLAUSES

- A. In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provisions.

ARTICLE XVII
WORKING HOURS

- A. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control.
- B. The Chief of Police shall work a schedule of approximately forty (40) hours on average per week. Additionally, the Chief of Police shall work whatever additional hours as required per week to fulfill all duties of command without any additional compensation.
- C. The Chief of Police shall not receive overtime.
- D. The Chief of Police shall not receive any time on the books for additional hours of work.
- E. The Chief of Police shall not receive any time payable at a later date for additional hours of work.
- F. The Chief of Police shall not be entitled to compensatory time for additional hours of work.
- G. The Chief of Police shall attend all public meetings of the Mayor & Council.

ARTICLE XVIII
DEFERRED COMPENSATION

- A. The Chief of Police shall be entitled to participate in the same Deferred Compensation Program as the P.B.A. in compliance with Section 457 of the Internal Revenue Code and all rules and regulations.

ARTICLE XIX
EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

- A. The Chief of Police may, at the Town's discretion, be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police or the Federal Bureau of Investigation. The Town agrees to grant time off, including travel time, for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police conference. All reasonable expenses, as determined by the Town in its sole discretion, such as travel, room food, tuition, special clothing, books, or any other charges connected with the educational program and/or the Chiefs annual conferences shall be borne by the Town subject to an annual limit of a maximum of \$1,000.00 for any and all of the foregoing expenses for any calendar year. It is expressly understood that the terms of the Memorandum of Understanding between the Town of Harrison and the State Division of Community shall be strictly followed with respect to the application of this Article; and, should any issue concerning specific terms exists, the Memorandum of Understanding shall control. In no event shall the Town be required to pay or reimburse the Chief of Police for expenses of any classes, course, school, or educational program unrelated to police activities. If the Chief of Police attends a conference at Town expense, the Chief of Police shall provide the Town with proof of expenses for attending such conference, by way of receipts or vouchers.
- B. The Chief of Police shall also be required to provide a written report which details the information presented at the conference, including how such information presented at the conference, including how such information is valuable and useful to the Police Department. Such report shall also include recommendations as to how the information can be implemented for the improvement of the Police Department.
- C. The Town also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police and the International Association of Chiefs of Police. The total amount of membership dues shall not exceed \$500, unless expressly permitted by the Town.

- D. The Town agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey and are in strict compliance with the Memorandum of Understanding between the Town of Harrison and the State Division of Community Affairs and Paragraph A.
- E. The parties expressly agree that all terms of the Memorandum of Understanding between the Town of Harrison and the State Division of Community Affairs shall be incorporated by reference into this Contract and shall be a term of said Contract. Any term of this Contract that is inconsistent with the Memorandum of Understanding shall be null and void.

ARTICLE XX
EVALUATION

- A. The parties agree that the Chief of Police shall be evaluated not later than February 1st of each year with respect to his job performance during the year. The Town shall consider this evaluation when determining subsequent salary increases for the Chief of Police.

ARTICLE XXI
MAINTENANCE OF STANDARDS

- A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and the rules and regulations of the Police Department.

ARTICLE XXII
DURATION OF AGREEMENT

A. Subject to the provisions of Article I, this Agreement shall remain in effect from March 1, 2019 through midnight February 29, 2020. In the event a successor Agreement has not yet been made, then if the parties mutually agree this Contract shall remain in effect until the new Agreement is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

CHIEF OF POLICE

JAMES A. FIFE, MAYOR

DAVID STRUMOLO

Witness:

Witness:

PAUL J. ZARBETSKI
TOWN CLERK

Dated: March ____, 2019

Dated: March ____, 2019