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 abovereferenced 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:
 - 4-Year College Stipend all members with a 4-year bachelor degree from an accredited institution shall receive an annual stipend of \$625.
 - 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

ORD. President

1/21/20 Dated:

Jam 2. Jufo JAMES A. FIFE, Mayor¹ Dated: 1/22/20

¹ The signature of the Mayor is subject to ratification by the Town Council at the February 4, 2020 Town Meeting. Page 3 of 3