

MEMORANDUM OF AGREEMENT
between
the TOWN OF HARRISON and
HARRISON POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 22A
SUPERIOR OFFICERS' ASSOCIATION

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. 22A Superior Officers' Association ("Association"), with an address of 318 Harrison Avenue, 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

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 members of the Harrison Police Department Superiors ("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 patrolmen's union (PBA Local 22) and a Memorandum of Agreement containing substantially similar terms as the instant Agreement is executed by the Town and the said patrolmen's 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 (182.5×12 -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.
 - 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, 2017¹:

1. Permanent in rank on the effective date of this Agreement

Superior Rank	2016	2017	2018	2019
Sergeant	109,670	122,830	122,830	122,830
Lieutenant	115,339	129,719	134,708	134,708

2. Acting in rank on the effective date of this Agreement and permanently promoted immediately thereafter

Superior Rank	2017	2018	2019
Sergeant	117,926	117,926	117,926
Lieutenant	129,719	134,708	134,708

3. All other Members permanently promoted after the effective date of this Agreement

Superior Rank		2017	2018	2019
Sergeant	Step 1	108,856	108,856	108,856
Sergeant	Step 2	117,926	117,926	117,926
Lieutenant	Step 1	124,730	124,730	124,730
Lieutenant	Step 2	129,719	129,719	129,719

- I. Notwithstanding the foregoing, all Members shall receive the above-referenced raises (as applicable to individual Members) for 2017 retroactive to February 1, 2017. Differential pay for Acting

¹ As set forth above in Paragraph 4, the terms of this Agreement do not become effective unless and until the patrolmen's union (PBA Local 22) 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 patrolmen's union.

Assignments shall be paid from February 1, 2017 forward according to Paragraph 5(f) 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) longevity pay. Thus, the longevity pay provisions in effect for current Members shall be discontinued for said new hires.
- e. 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).
- f. 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 Step 2 Sergeant and Step 1 Lieutenant base pay from paragraph 5c(1) above (both including the 2% firearm stipend but excluding longevity and all other compensation) and dividing same by 2,080, as follows:

Acting Pay Differential:

Step 2 Sergeant vs. Step 1 Lieutenant: (\$127,225 - \$120,285 =
\$6,940 / 2080 hrs = \$3.34

OT Rate: \$5.00

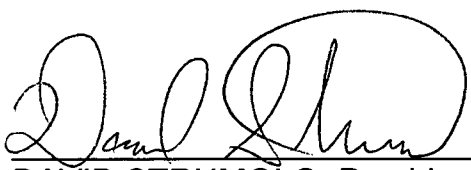
Differential pay for acting assignments shall be paid monthly (e.g., differential pay for September shall be paid in the first pay of October).

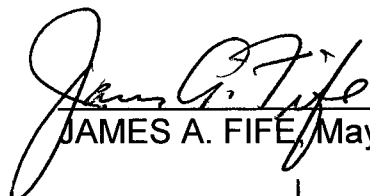
- g. Terminal leave payment for vacation and sick days accumulated in the final year shall be prorated as per the methodology currently in the FMBA CBA (i.e., retirement in 1st Q.—25%, 2nd Q.—50%, 3rd Q.—75%, 4th Q.—100%).
- h. Vacation Days. The current practice regarding vacation leave shall be continued for the term of the new CBA.
- i. Sick Leave. The current practice regarding sick leave shall be continued for the term of the new CBA.
- j. Training Time. The Chief shall schedule two (2) training days 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.

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

Harrison PBA, Local No. 22A

Town of Harrison


 DAVID STRUMOLO, President


 JAMES A. FIFE, Mayor²

Dated: 2-2-2017

Dated: 2/2/17

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.