

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**TOWN OF HARRISON (“TOWN”)**

**HUDSON COUNTY, NEW JERSEY**

**AND**

**HARRISON FIREMEN’S**

**MUTUAL BENEVOLENT ASSOCIATION**

**LOCAL NO. 22 (“FMBA LOCAL NO. 22”)**

**January 1, 2012 – December 31, 2015**

**THIS MEMORANDUM OF AGREEMENT (MOA) is made as of this 11<sup>th</sup> day of March 2013 between the TOWN OF HARRISON (Town) and Harrison Firemen's Mutual Benevolent Association Local No. 22 (FMBA Local No. 22).**

1. This MOA between the Town and FMBA Local No. 22 commences January 1, 2012 and has an end date at which time negotiations for a new agreement (successor agreement) covering the terms and conditions of employment for Harrison's Firefighters shall commence.
2. Except as this MOA shall otherwise provide, the terms of the current contract between the parties shall continue.
3. The term of this MOA is as set forth above from January 1, 2012 to December 31, 2015. As soon as possible after this MOA is executed, a comprehensive agreement incorporating the prior agreement (which terminated December 31, 2011) shall be prepared.
4. There shall be across-the-board salary increases for all employees covered by this MOA including those in the titles of Fire Captain, Fire Prevention Specialist UFD, Fire Sub-Code Official, and the newly created rank of Fire Lieutenant as set forth herein. These increases are as follows:

January 1, 2012	0%
January 1, 2013	1.5%
January 1, 2014	1.5%
January 1, 2015	2%

5. The stipend for Emergency Medical Services which is paid to all employees pursuant to the prior contract shall be, as is the present practice, part of base pay paid in accordance with the current practice as follows:

Firefighter	\$ 360
Lieutenant	\$ 717
Captain	\$1,074

6. Effective March 11, 2013, the amount of unused vacation time shall be calculated for each employee covered by this MOA and accumulated vacation time which may be payable at the time of retirement shall not exceed that amount. Effective April 1, 2013, 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 as of March 11, 2013, shall be red-circled and carried until retirement or until same is used. The following examples are for illustrative purposes:

- a. On March 11, 2013, Fire Fighter A ("FFA") has 85 vacation days. In 2014 FFA gets 18 vacation days. He does not use any vacation days in 2014. In 2015 FFA gets another 18 vacation days. FFA now has a 2-year accrual of 36 vacation days. FFA has to use all 18 of his 2014 vacation days (in 2015) or he will lose them at the end of 2015. Further, FFA will have to use all of his 2015 vacation days that remain by the end of 2016, or he will lose them.
- b. Same as "a" except FFA retires on 11/1/2015 without using any of his 2014 or 2015 vacation days. FFA will be paid for 121 vacation days (85 red-circle + 18 for 2014 + 18 for 2015).
- c. Same as "a" except in 2014 FFA uses 25 vacation days. FFA's red-circle days will be lowered to 80. The red-circle number of 80 can never be increased.

7. Existing Firefighters who are on the promotional list which covers the promotion to Fire Lieutenant shall immediately be certified from that list in accordance with Civil Service Rules, for promotion to that rank. There shall be authorization for a total of eight (8) Fire

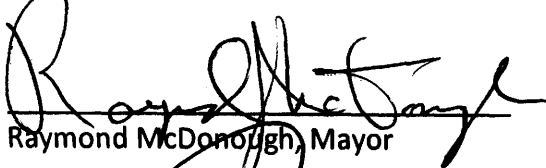
Lieutenants. The certification shall apply to the next four individuals who are eligible for certification and these four shall be appointed to the position of Fire Lieutenant in accordance with Civil Service Rules. The certifications and the appointments shall take place as soon as possible. The appointment of the four (4) Fire Lieutenants permanently and in accordance with Civil Service procedures, as aforesaid from the existing list. The salary for Fire Lieutenant shall be \$95,834 for 2012 as set in current Ordinance. Notwithstanding this, for the first full year (12 months) after the appointment of the rank of Fire Lieutenant, the otherwise anticipated increase shall not be paid so that the actual payment of the amended salary shall begin one year (12 months) after the initial appointment.

8. Effective immediately the number of vacation days for Fire Lieutenants shall be 19 workdays per annum.
9. See attached Article XI.
10. The special agreement with regard to overtime which expired and was not renewed on or about December 31, 2012 will be reinstated but revised as set forth herein effective March 11, 2013 and terminated December 31, 2013. This agreement generally provides that overtime payments will be 50% at straight time and 50% at the comp. time rate.
11. This Agreement shall remain in effect as set forth above from January 1, 2012 through December 31, 2015. This Agreement shall remain in effect until a new Agreement is executed. Negotiations on a successor Agreement will commence at least thirty (30) days prior to the expiration of this Agreement.

12. Before ratification of this Agreement, the Department of Community Affairs shall review it, and this Agreement requires the DCA approval to be effective.

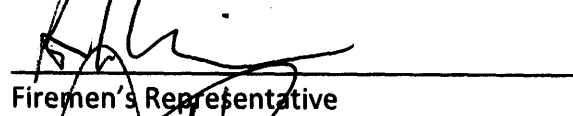
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

  
Raymond McDonough, Mayor

Town Clerk

HARRISON FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION, LOCAL NO. 22

  
Firemen's Representative

Captain's Representative

Lieutenant's Representative

Harrison Firemen's Mutual Benevolent  
Association, Local No. 22 President

Dated: \_\_\_\_\_

Dated: 3/28/2013

## ARTICLE XI

### INSURANCE

Section 1: Members shall receive State Health Benefits Plan (SHBP) coverage for hospitalization, major medical, and prescription, which will include Direct Access 10 and Direct Access 15 as long as they are offered as part of the SHBP, as well as other options. Dependent children shall be covered until the age of 26 (twenty six) . Individual co-pay contribution amounts shall be in accordance with State Law.

Section 2: Upon retirement members shall receive coverage under the SHBP for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 3 below.

Section 3: All members of the Harrison Fire Department and their dependents shall be provided with a prescription drug program as provided by the SHBP.

Section 4: Dental insurance shall continue under the current coverage and terms.

Section 5: Active members shall receive a \$2,500 term life insurance policy.

Section 6: Members shall continue to receive the same liability insurance presently in effect.

Section 7: The Town shall supply to all members all legal protection provided by New Jersey Statutes.

Section 8: The Town shall provide an optical program for all members of the bargaining unit including dependents under the current coverage and terms.

Section 9: Only full-time employees are eligible for participation in the foregoing programs; an employee must work not less than thirty (30) hours per week to be considered full-time.

Section 10: The Town retains the right to change insurance carriers provided the coverage is equal or better than the current coverage. In the event the Town wishes to change insurance carriers, representatives of the Town shall consult with the FMBA not less than forty-five (45) days before the effective date of any change of carrier.

At the time of notice, the Town shall provide the FMBA the underlying Master Plan Document which contains the full details of the underlying administrative procedures, benefits, and coverage for both the current and proposed health care plans for the purpose of an independent review.

Section 11: Survivor's benefits shall be as defined by Town's Ordinance.

Section 12: Individual co-pay contribution amounts for retirees shall be in accordance with State Law.