

MEMORANDUM OF AGREEMENT
between
the TOWN OF HARRISON and
the HARRISON FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 22 (FMBA LOCAL 22)

THIS MEMORANDUM OF AGREEMENT is made and effective the 1st day of January, 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 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 22 ("Association"), with an address of P.O. Box 267, 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 ("CBA") between the Parties, as the prior CBA expired December 31, 2015; and

WHEREAS, the Town and the Association wish to enter into this Memorandum of Agreement (the "Agreement") setting forth the terms for a new (to be drafted) CBA for 2016-2018; and

WHEREAS, except as set forth explicitly herein, both the Town and the Association reserve all of their respective rights.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the promises and agreements hereinafter contained and the payments hereinafter provided to be made, the Parties agree as follows:

1. This Agreement commences January 1, 2016 and ends December 31, 2018, at which time negotiations for a successor agreement covering the terms and conditions of employment for all sworn members of the Harrison Fire Department (“Members”) shall commence.
2. Except as this Agreement shall otherwise provide, the terms of the current CBA, as modified (see below), shall continue.
3. This Agreement is incorporated into and modifies the CBA covering January 1, 2007-December 31, 2011, as amended and supplemented by the January 1, 2012-December 31, 2015 Memorandum of Agreement, the October 16, 2014 Memorandum of Agreement, the July 6, 2011 Resolution between the Parties, and any other duly executed amendment. As soon as possible after execution of this Agreement, a comprehensive new CBA incorporating all of the above shall be drafted and executed by the Parties.
4. This Agreement is subject to ratification by the membership of Harrison FMBA Local No. 22 and the Town of Harrison Mayor and Council.
5. The following terms are agreed to between the Parties:
 - a. The CBA shall for a 3-year period, commencing 1/1/2016 and ending 12/31/2018.
 - b. Across the board raises as follows (no retroactive pay):

2016-0%	2017 – 0%	2018 – 1%
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 - c. Commencing the day after both Parties execute this Agreement, pay for work hours in excess of a Member’s scheduled tours shall be calculated at such Member’s actual straight time pay. Notwithstanding the foregoing, pay shall

be calculated at time-and-a-half of a Member's actual straight time pay for the following work hours beyond the scheduled tours: 1. Emergency recalls for working fires, EMS runs, or mutual aid; and 2. New Year's Eve and Day, Easter, Memorial Day weekend (Saturday, Sunday, Monday), July 4th, Labor Day weekend (Saturday, Sunday, Monday), Thanksgiving, Christmas Eve and Day. The overtime procedures shall be reviewed during negotiations for a successor agreement to the instant 01/01/2016-12/31/2018 CBA.

- d. The longevity provision shall be amended for new hires (anyone hired on or after the date of execution of this Agreement) as follows: after ten (10) years of service – 2%; after fifteen (15) years of service – 4%; and after twenty (20) years of service – 6%.
- e. The salary steps for Fire-Fighter 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 (using 2015 salary figures):

Step 1 (new hire) -	\$36,777
Step 2 (begin 2 nd year) -	\$41,532
Step 3 (begin 3 rd year) -	\$46,287
Step 4 (begin 4 th year) -	\$51,042
Step 5 (begin 5 th year) -	\$55,797
Step 6 (begin 6 th year) -	\$60,552
Step 7 (begin 7 th year) -	\$65,307
Step 8 (begin 8 th year) -	\$70,062
Step 9 (begin 9 th year) -	\$74,817

Step 10 (begin 10 th year) -	\$79,572
Step 11 (begin 11 th year) -	\$84,327
Step 12 (begin 12 th year) -	\$89,092

f. For new hires (anyone hired on or after the date of execution of this Agreement), eliminate paid health insurance for retirees and their dependents when the younger of the retiree and his/her 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 Fire Director, 30 calendar days or less), and Long Term (where the vacancy is expected to last, at the estimation of the Fire Director, more than 30 days). Both Short Term and Long Term actors shall receive an hourly pay differential, non-pensionable, based upon the difference between the annual maximum base pay (including EMT differential) for the respective ranks, as set forth below. Only Long Term actors shall be eligible for overtime time-and-a-half pay. The unit member acting in the higher rank will receive acting pay for all time assigned to the higher rank regardless of whether it is a Short Term or Long Term acting assignment.

By way of example only, using 2015 salary figures, the hourly differentials are as follows:

Differential (hourly) for a Fire-Fighter acting as a Lieutenant;

$$\$104,260 - \$90,874 = \$13,386 / 2080 = \$6.44$$


Differential (hourly) for a Lieutenant acting as a Captain:

$$\$117,646 - \$104,260 = \$13,386 / 2080 = \$6.44$$

Thus, the hourly differential for all actors (regardless of rank) is \$6.44 and the overtime time-and-a half hourly rate (when applicable) for all actors is \$9.66 (\$6.44 x 1.5), both using 2015 numbers. Differential pay for acting assignments shall be paid monthly (e.g., differential pay for September shall be paid in the first pay of October). All acting pay hourly differentials will be calculated using the current year's rate.

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

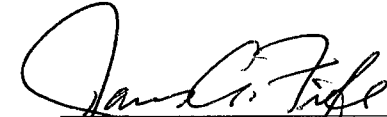
HARRISON FMBA, LOCAL NO. 22



ERIC HAUSMANN, President

Dated: 12/26/14

TOWN OF HARRISON



JAMES A. FIFE, Mayor

Dated: 12/13/16