

**Memorandum of Agreement
Between
The Town of Harrison and
The Harrison Firemen's Mutual Benevolent Association
Local No. 22 (FMBA Local 22)**

AGREEMENT made this 16 day of OCT, 2014 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").

WITNESSETH:

WHEREAS, the Town and the Association seek to extend the present practice with respect to overtime compensation as negotiated by the parties; and

WHEREAS, in response to the fiscal and economic crisis and reduction in State Transitional Aid to the Town, in and around March, 2013, the Association agreed to a reduction in employee overtime compensation necessitated to maintain a seven (7) man minimum (exclusive of recall and holdover); and

WHEREAS, the Association agreed to modify the calculation of overtime compensation to a rate of fifty percent (50%) straight time and fifty percent (50%) compensatory time in lieu of the time and one-half rate set forth in the parties' Collective Bargaining Agreement; and

WHEREAS, in consideration of the Association's concession to reduce employee overtime compensation, the Town agreed to allow employees to accumulate and accrue unlimited compensatory time; (potentially in excess of the 480 hour cap allowable by law) for

which the employee would be compensated at the rate of hour for hour upon separation from service; and

WHEREAS, the parties agreement was set to expire December 31, 2013; however prior to the expiration date, the Town and Association acknowledged the need to extend the provisions of their agreement, for an additional six (6) month period until June 30, 2014; and

WHEREAS, the Town and the Association recognize that a negotiated agreement extending the present practice with respect to employee overtime compensation, for an additional six (6) months until December 31, 2014, will help ensure resident safety; and

WHEREAS, the Town and Association seek to memorialize the present practice with respect to employee overtime compensation, in the form of a Memorandum of Agreement, for submission to the Department of Community Affairs of the State of New Jersey for review and approval in accordance with the Memorandum of Understanding between the Town and the DCA for receipt of Transitional Aid to Localities.

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. The Town and Association agree that this Memorandum of Agreement ("MOA") outlines the present practice with respect to employee overtime compensation necessitated in order to maintain a seven (7) man minimum (exclusive of recall and holdover) and shall remain in full force and effect until December 31, 2014.

2. The Town agrees that beginning January 1, 2015 and ending December 31, 2015, employee overtime compensation shall be paid at the rate of one-half hour straight time of the employee's base salary and one full hour compensatory time for each overtime hour.

3. Upon the effective date of this MOA, and for the duration of their employment with the Town, employees may use compensatory days, subject to the operational needs of the Fire Department. The use and scheduling of compensatory days will be consistent with existing Fire Department policies and practices regarding the use and scheduling of compensatory days. Approval for the use and scheduling of compensatory days shall not be unreasonably denied. If the Association believes that one or more employees have been unreasonably denied the use of compensatory days, the Association may submit the dispute for resolution in accordance with the grievance and arbitration procedure set forth in the parties Collective Bargaining Agreement.

4. As a result of this deferral, subject to the Town providing in the Budget the necessary funds, the Town shall have the right to offer employees the dollar value (i.e., cash value) of any and all accrued or unused compensatory time earned pursuant to this MOA and/or the present practice on January 1, 2015 or thereafter, or in January of any subsequent year.

5. Employees who are separated from service prior to January 1, 2016, shall be paid at the time of separation for all accrued and unused compensatory time in accordance with this MOA.

6. This MOA is incorporated into and modifies the parties' Collective Bargaining Agreement and prior Memorandum of Agreement dated January 1, 2012 through December 31, 2015.

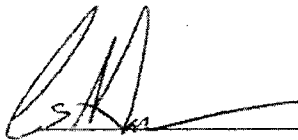
7. The terms of this MOA shall expire on January 1, 2016, and any dispute arising under this MOA, involving the application or interpretation of the terms of this MOA, are subject to the grievance/arbitration provisions of the parties' Collective Bargaining Agreement.

8. All provisions of the parties' Collective Bargaining Agreement and 2012-2015

Memorandum of Agreement not expressly modified in this MOA shall remain in full force and effect.

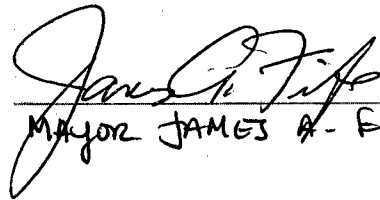
9. This MOA is subject to ratification by the membership of the Harrison FMBA, Local No. 22.

For Harrison FMBA, Local No. 22

 FMBA PRESIDENT

Dated: 10/16/14

For Town of Harrison


MAYOR JAMES A. FIFE

Dated: 11/12/14