

ORIGINAL

C O N T R A C T

BETWEEN

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

AND

HARRISON FIREMEN'S

BENEVOLENT ASSOCIATION

LOCAL NO. 22

January 1, 2007 - December 31, 2011

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ARTICLE I

ASSOCIATION RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative of all uniformed employees in the Fire Department of Harrison below the rank of Chief for the purpose of bargaining with respect to rates of pay, wages, hours of work and all working conditions as required by the law and to the extent so required.

Section 2. The title "Fireman" shall be defined to include the plural as well as the singular.

ARTICLE II

ASSOCIATION PRIVILEGES

Section 1. The President of the Association, authorized delegates and alternate delegate shall be granted time off to attend the State conventions of the New Jersey State Firemen's Mutual Benevolent Association and Fire Fighters Association of New Jersey, pursuant to N.J.S.A. 11:26C-4. In addition, the President, authorized delegates and alternate delegate of the Association shall be granted time off to attend the international convention of the International Association of Fire Fighters, AFL-CIO, pursuant to N.J.S.A. 11:26C-4. The President, one (1) delegate and alternate delegates shall be permitted to attend State, District and County meetings.

Section 2. The Town will allow the HFMBBA President and the Executive Delegate reasonable time off with pay to attend related business to their official functions such as seminars, negotiations, processing of grievances, all local, county and state meetings of the affiliated organizations.

Section 3. All time granted off herein shall be without loss of pay or other benefit.

ARTICLE III

INDIVIDUAL CONTRACTS

The Town agrees not to enter into any agreement or contract with its employees as defined in Article I, Section 1 of this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IV

LEAVE OF ABSENCE

Leaves of absence shall be granted pursuant to State Law. See, N.J.S.A. 11A:6-9,
N.J.S.A. 40A:14-18, N.J.S.A. 40A:9-159.

ARTICLE V

UNION SECURITY

Section 1. Dues Check-off: The Town agrees to deduct Association dues upon receipt of written authorization from the firemen and quarterly shall remit the monies collected to the Secretary-Treasurer of the Harrison Firemen's Benevolent Association.

Section 2. Representation Fee:

A. Upon the request of the Association, the Town shall deduct a representation fee from the wages of each employee who is not a member of the Association.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

C. The amount of said representation fee shall be certified to the Town by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

D. The Association agrees to indemnify and hold the Town harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

E. The Town shall remit the amounts deducted to the Association together with the dues deducted pursuant to Section 1 above.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.3(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making said deductions.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Association recognizes that the Town may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Town.

B. The Town reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the Laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following: to direct employees of the Town, to hire, assign, promote, transfer and retain employees covered by this Agreement with the Town or to suspend, demote, discharge, or take disciplinary action against employees for just cause, to make work assignments, work and shift schedules including overtime assignments, to maintain the efficiency of the Town operations entrusted to them, and to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE VII

OVERTIME

A. The present practice with respect to overtime compensation shall be maintained for the duration of this Agreement, except that the overtime rate shall be computed on the basis of 2080 hours per annum. Beginning January 1, 2003, overtime shall be computed at the individual's annual rate for the year in which the overtime work is performed.

B. Overtime shall be computed at the rate of time and one-half (1/2). No overtime shall be paid for zero (0) to nineteen (19) minutes of each hour. Overtime shall be computed after the employee has completed twenty (20) minutes or more beyond his normal tour of duty.

C. The parties agree to continue to use the compensatory time in lieu of overtime payments as set forth in Sections A and B above until April 1, 2001 and used by April 2, 2002. This shall not affect the previous accrual of compensatory time.

ARTICLE VIII

VACATIONS

A. Members shall be entitled to the following vacation allowance:

Fireman (New hires hired after 4/17/96)	5 days after six months of service 10 days after two full years of service 15 days after five full years of service
Fireman	18 work days per annum
Fire Prevention Specialist	20 work days per annum
Captain	20 work days per annum
Battalion Chief	24 work days per annum
Deputy Chief	24 work days per annum

B. Longevity Vacation:

One (1) additional work day per annum for every five (5) years of service.

C. New members of the Fire Department shall receive pro rata vacation for the first calendar year prorated at the rate of 1.5 days for each full month of service.

D. Vacation Scheduling Procedure:

1. Vacations shall run from January 1 through December 31 of each year.
2. Vacations will be arranged so that every individual on the tour will, if desired, have two (2) consecutive tours of duty off from June 15 to the Wednesday following Labor Day. Vacation requests will be submitted by May 15.
3. Deputy Chiefs, Battalion Chiefs, Captains and Swing-Captains and Firefighters will pick their vacations by rank and then seniority within their tour. Two (2) officers must be on duty, on each tour, at all times. The Deputy Chief/Battalion Chief in charge of the tour will be responsible for arranging all vacations within the tour. Effective April 1, 2001, three (3) members will be allowed off per tour and a fourth (4) member may be permitted off upon

approval by the Chief, at the Chief's discretion, provided no overtime is created.

4. All vacation requests except the "designated summer vacation" will be submitted no earlier than thirty (30) days prior to the date requested.

5. Sick time, injury time, funeral leave, military leave and terminal leave will not affect vacation time.

6. During the F.M.B.A. and Relief Association convention dates, duly elected delegates will have preference for time off. If the quota within the tour is not reached, vacation requests in accordance with department policy will be honored.

7. Vacation requests will be submitted at least three (3) days in advance, in duplicate. A copy of the request will be returned to the applicant on his next working day, approved or disapproved. Once the vacation has been approved it cannot be canceled except by the member making the request, or the Chief of the Department in an emergency. Vacation cancellations must be submitted at least four (4) days in advance, in duplicate.

8. A member who is sick during his vacation may retrieve his vacation by submitting a doctor's certificate stating the date covering the illness.

9. Longevity days will be handled in the same manner as vacation days.

10. Emergency and special leave of absence from duty shall be approved by the Chief of the Department or his designee.

11. a. Effective at 12:59 p.m., December 31, 2002, the retiring employees' entitlement as set forth in Section 11 above, shall be reduced to 95.75% of the actual amount.

b. Retiring members will receive the following vacation in their last year of service:

<u>DATE OF RETIREMENT</u>	<u>PERCENTAGE OF VACATION</u>
10/1 to 12/31	100%
7/1 to 9/30	75%
4/1 to 6/30	50%
1/1 to 3/31	25%

12. The Deputy Chief/Battalion Chief in charge of the tour will be responsible for coordinating the vacation procedure.

ARTICLE IX

PERSONAL LEAVE

Effective January 1, 1992, all Members shall be entitled to two (2) personal days, to be scheduled as described for vacation time in Article VIII, and as further agreed by the parties.

ARTICLE X

SENIORITY

As a Civil Service jurisdiction, the Town shall follow Civil Service law, rule and regulations defining seniority including N.J.A.C. 4A:8-2.4(a) and 27 N.J.R. 4916(a).

ARTICLE XI

RULES AND REGULATIONS

Section 1: The Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification by the Chief of the Department, Fire Chairman, or Town of any present rule affecting the terms and conditions of employment. Said notice to the Association shall be given no later than twenty (20) days before the effective date. In the event the Association desires to exercise its rights pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

Section 2: Grievances arising under this Article will be processed under the following expedited procedure:

The parties shall agree in advance on a panel of Arbitrators to hear cases under Article XI; the parties by joint letter shall designate these Arbitrators. If there are any vacancies in the panel, the parties shall agree on a substitute. Once an Arbitrator is notified of a case, he must schedule a hearing within ten (10) calendar days. After the hearing, the Arbitrator will render a brief award within five (5) working days. The Arbitrator will receive a flat rate of \$500.00 for all time and expenses related to the case. This single rate will be split evenly between the parties. The party wishing to invoke the expedited arbitration procedure of Article XI must notify the other party within seven (7) calendar days of the occurrence of the alleged violation.

ARTICLE XII

INSURANCE

Section 1A: Members shall receive fully paid Blue Cross, Blue Shield, Rider J, 365-day hospital coverage and Major Medical Insurance, prevailing fee plan, for themselves and their dependents. Dependent children shall be covered until the age of 23.

Effective January 1, 2011, unit employees shall contribute \$30 per month towards health insurance premiums regardless of plan selection coverage. The Town shall provide a Section 125 Plan to allow for pre-tax deductions. Employees hired after September 19, 2009 shall be entitled to medical insurance under the HMO option.

Section 1B: Effective March 1, 1983, Rider J in paragraph sub-A above shall be changed to the so-called "Super J" coverage at a cost of Two (\$2.00) Dollars per man or less per month.

Section 2: Retired members shall receive Blue Cross, Blue Shield, Rider J and Major Medical for themselves and their dependents. Retired members shall also receive prescription insurance as set forth in Section 6 below. All benefits should be extended to widows of the retiree and to eligible dependents after death of the retiree or upon the death of an active firefighter employed by the Town who is eligible for retirement with at least 25 years of service as a Town firefighter or creditable pension in the PFRS.

Section 3: The Town shall contribute the sum of Two Hundred Twenty-Five (\$225.00) Dollars on a calendar year basis toward a dental plan to be selected by the F.M.B.A. The cost outlay for the calendar year 1983 shall be 10/12ths of \$225.00, or \$187.50. The Town in its discretion may waive this cap. Effective January 1, 1989, the dental insurance maximum annual coverage will be increased to \$2,000.

Section 4: Active members shall receive a \$2,500.00 term life insurance policy.

Section 5: Members shall continue to receive the same liability insurance presently in effect.

Section 6: The Town will maintain a prescription drug program, provided by the Blue Cross of New Jersey Prescription Plan, for all members of the bargaining unit including dependents on a \$1.00 co-pay basis; effective January 1, 1997, the co-pay shall be increased to \$5.00, however, it shall remain \$1.00 for generic drugs. The \$5.00 co-pay may be submitted toward the employee's deductible with the Major Medical Carrier. Effective January 1, 1995, the Rider C coverage shall be added to the insurance benefits.

Effective January 1, 2010, the prescription co-pay shall be \$5.00 co-pay for generic drugs; \$10.00 for brand name drugs and \$20.00 for exotic drugs. Prescription on maintenance drugs shall be ordered through the mail order refill program. The corresponding amounts for mail order shall be the same for a ninety (90) day supply.

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

Section 8: Effective January 1, 1985, a medical emergency care rider will be added to the present Blue Cross/Blue Shield coverage.

Section 9: Effective July 1, 1984, those members of the bargaining unit who wish to voluntarily participate in the "Stay Well Program" may do so. The members of the unit who voluntarily participate in this program will pay 50% of the annual cost as it applies to them. The Town will pay the remaining 50%. This benefit will only apply to individuals who are included in the bargaining unit. The parties will make the appropriate administrative arrangements for enrollment, as well as payment. Part of these arrangements will include the Town being billed directly for its portion of the payments. This program shall be an employee-only program.

Section 10: Effective January 1, 1987, the Town shall provide an optical program for all members of the bargaining unit including dependents. The Town shall contribute the sum of One Hundred (\$100.00) Dollars per calendar year for this benefit. The Town in its discretion may waive this cap.

Section 11: 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 12: 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 F.M.B.A. 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 F.M.B.A. 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.

ARTICLE XIII

UNIFORM MAINTENANCE ALLOWANCE

A. The present practice governing uniforms shall remain in effect.

B. The clothing purchase and maintenance allowance shall be \$625.00 per year. The clothing purchase and maintenance allowance shall be paid in one check in June of each year.

ARTICLE XIV

HOLIDAYS

A. The parties agree that effective January 1, 2001, this Article shall be terminated and eliminated. Holiday pay shall be included in the members' base pay, however the inclusion of holiday pay shall not affect the salary rates that are used for the computation of overtime and terminal leave.

B. Effective 1/01/04 Staff Officers shall be limited to three (3) days as floating holidays with pay per year; the prior practice shall be terminated 12/31/03 with respect to staff officers time off with pay for holidays.

C. The side bar agreement of the parties with respect to holidays for staff officers shall be continued for holidays per Town employees.

ARTICLE XV

SICK LEAVE

Section 1. Effective January 1, 1987, every employee shall be entitled to sick leave with pay for reasons of sickness or disability on the following basis:

A. During the first year of employment, one and one-quarter (1/4) workday of sick leave for each completed calendar month of service.

B. After one (1) full year of employment, fifteen (15) workdays of sick leave in each calendar year.

C. Unused sick leave shall be cumulative without limit as per Civil Service.

D. During the month of March of each year, the Fire Department shall furnish written notice to each member a full accounting of all used and unused sick leave as of December of the preceding year.

E. 1. Effective January 1, 1987, each Employee, upon retirement, shall be entitled to time off with pay, or in a cash lump sum at the employee's option, prior to his retirement, of one-half (1/2) of his accumulated sick leave. Effective January 1, 1990, if an employee is retiring and his terminal leave pay is \$15,000 or less, he will be entitled to this payment in one lump sum upon retirement. However, if the terminal leave pay is greater than \$15,000, then the retiree will receive five equal installments: The first installment will be upon retirement; the second installment will be paid one year after the effective date of retirement; and the third installment will be paid a year after the second installment. There will be no interest added. Provided further that in no event shall the first payment be less than \$15,000. If the member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an individual's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

2. Effective at 12:59 p.m., December 31, 2002, each employee shall, upon their retirement, be entitled to time off with pay, or a lump-sum cash payment at the employee's option prior to his retirement, 95.75% of one-half (1/2) of his accumulated sick leave. If a retiring employee's terminal pay is \$15,000 or less, he will be entitled to this payment in one (1) lump-sum cash payment upon retirement. However, if the terminal leave pay is greater

than \$15,000, then the retiree will receive three (3) equal cash installments: the first installment will be upon retirement; and the second installment will be paid one (1) year after the effective date of retirement; and the third installment will be paid one (1) year after the second installment.

There will be no interest added. Provide further that in no event shall the first payment be less than \$15,000. If a member dies, the sick leave benefit shall be payable to the spouse or the estate in the same manner as outlined above. The maximum payment for terminal leave shall not exceed an employee's one year annual salary, except that this limitation shall not apply to employees who had attained twenty-five (25) years of service as of January 1, 1996.

F. Absences due to line of duty or work-connected injury will not be charged against the sick leave provided in Paragraphs A, B, C, D and E.

ARTICLE XVI

FUNERAL LEAVE

A. A member shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

B. A member shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.

C. A member shall be granted bereavement pay for one day for the death of a grandparent-in-law provided the member is scheduled to work on the day in question which must be for the wake or burial.

ARTICLE XVII

MILITARY LEAVE

Military leave shall be granted pursuant to Federal and State Law. See, N.J.S.A.
40A:9-159.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Town until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the Fire Chief or his designee. The answer shall be in writing and made within three (3) days by the Fire Chief or his designee, to the Association.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the Chairman, Fire Committee, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Mayor. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within five (5) working days to submit such grievance to an Arbitrator. The Town and the Union agree to use James W. Mastriani as the Arbitrator to hear all grievances that would be brought before the Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The Arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the Arbitrator shall be borne by the Town and the Association equally.

The Association President, or his authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative, at the Association's discretion, may be present as observer at any hearing on the individual's grievance.

F. **WORK STOPPAGES:** Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Town's facilities.

G. Investigation and processing grievances by officially designated representatives which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The representative shall provide reasonable notification to the Fire Chief or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the Fire Chief has the right to seek adjustment of appointments when the work situation warrants this.

The Association shall designate to the Town the names of the representatives who shall have the authority under this Article.

H. The employer shall process disciplinary charges within thirty (30) days from the date the employer knew or should have known of the occurrence of the infraction of the rules/regulations of the Department. Failure of the employer to process the disciplinary charges within said thirty (30) days shall be deemed to bar the employer from thereafter filing disciplinary charges; provided, however, that nothing in this section shall prohibit the employer from referring to prior similar incidents for purposes of determining an appropriate penalty. Minor (five (5) days or less) discipline may be appealed to arbitration.

ARTICLE XIX

SALARIES

Section 1.

A. There is hereby established a new salary schedule for the Harrison Fire Department, effective January 1, of each year as set forth opposite the titles of said positions:

	2007	2008	2009	2010	2011
	3.5%	3.5%	3.5%	3.5%	3.25%
Deputy Chief	\$111,086	\$114,974	\$118,998	\$123,162	\$127,165
Battalion Chief	\$102,774	\$106,372	\$110,095	\$113,948	\$117,651
Fire Captain	\$ 94,463	\$ 97,770	\$101,192	\$104,733	\$108,137
Fire Prevention Specialist, UFD	\$ 79,415	\$ 82,194	\$ 85,071	\$ 88,048	\$ 90,910
Fire Sub-Code Official	\$ 13,947	\$14,435	\$ 14,940	\$ 15,463	\$ 15,965

	2007	2008	2009	2010	2011
Firemen Salary on Initial Appointment Year One					
Hire/Begin (Step A)	\$30,636	\$31,555	\$32,502	\$33,477	\$34,481
Beginning Year Two	\$42,755	\$44,038	45,359	\$46,720	\$48,121
Beginning Year Three	\$51,949	\$53,508	\$55,113	\$56,766	\$58,469
Beginning Year Four	\$55,494	\$57,159	\$58,874	\$60,640	\$62,459
Beginning Year Five	\$58,536	\$60,292	\$62,101	\$63,964	\$65,883
Beginning Year Six	\$62,095	\$63,957	\$65,876	\$67,852	\$69,888
Beginning Year Seven	\$66,471	\$68,465	\$70,519	\$72,635	\$74,814
Beginning Year Eight	\$72,968	\$75,521	\$78,165	\$80,900	\$83,530

Section 2.

Effective January 1, 2008, all unit employees with EMT certification shall receive a differential of 1.25%, effective January 1, 2009 a differential of 1.50%; effective January 1, 2010 a differential of 1.75%, and effective January 1, 2011 a differential of 2.0%.

Emergency Medical Services: Effective 1/1/99, all unit employees shall be required to obtain and maintain EMT Certifications. Effective 1/1/99, the joint EMS stipend will be eliminated. Stipends for Emergency Medical Services shall be as follows:

	01/01/2008 Per Year	01/01/2009 Per Year	01/01/2010 Per Year	01/01/2011 Per Year
Deputy Chief	\$1107	\$1132	\$1157	\$1182
Battalion Chief	\$1107	\$1132	\$1157	\$1182
Captain	\$ 999	\$1024	\$1049	\$1074
Firefighter	\$ 285	\$ 310	\$ 335	\$ 360

This stipend shall be payable the following February from the year in which it is earned. These payments shall be one time only, not included in base salary, and not subject to longevity, overtime, or other rates. An employee who worked part of the year shall receive a pro rata stipend.

Effective January 1, 2008, firefighters who work the EMT program shall be paid \$55.00 per 24-hour period, payable in the next year after earned. Effective January 1, 2009, firefighters who work the EMT program shall be paid \$57.00 per 24-hour period, payable in the next year after earned. Effective January 1, 2010, firefighters who work the EMT program shall be paid \$59.00 per 24-hour period payable in the next year after earned. Effective January 1, 2011, firefighters who work the EMT program shall be paid \$61.00 per 24-hour period, payable in the next year after earned. This payment shall not be included in base salary, and not subject to longevity, overtime, or other rates. An employee who works part of a 24-hour day shall be paid pro rata.

ARTICLE XX

LONGEVITY

Section 1. In addition to wages, members shall receive longevity as follows:

After three (3) years:	Two (2%) percent
After five (5) years:	Four (4%) percent
After ten (10) years:	Six (6%) percent
After fifteen (15) years:	Eight (8%) percent
After twenty (20) years:	Ten (10%) percent
Start of twenty-three years:	Twelve (12%) percent
Start of twenty-four years:	Fourteen (14%) percent

Section 2. Longevity will be paid in weekly salaries.

ARTICLE XXI

COURT TIME

Members of the Fire Department who are required to attend Court and/or other agencies on Fire Department business shall receive pay for a minimum of four (4) hours at the overtime rate for said Court or agency appearance.

ARTICLE XXII

NON-DISCRIMINATION CLAUSE

Neither the Town nor the Association shall discriminate against any fire fighter on the basis of race, creed, color, politics, ancestry, religion, national origin, or membership or non-membership in a labor organization.

ARTICLE XXIII

CHANGES, SUPPLEMENTS OR ALTERATIONS

No change in this Agreement shall be effective unless in writing and signed by the parties.

ARTICLE XXIV

SAVINGS AND SEPARABILITY CLAUSES

In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provisions.

ARTICLE XXV

WORKING HOURS AND WORK WEEK

Section 1. Effective January 28, 1995, the following change in working hours shall take effect and shall be from the date of signing of this Collective Bargaining Agreement.

- A. Work Day - the work day shall consist of twenty-four (24) hour consecutive duty hours.
- B. Starting & Quitting Times - all line personnel shall start the work day at 08:00 a.m. and quit at 08:00 a.m. the following day.
- C. Work Week - the line work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, twenty-four (24) hours on duty, and so on. This work shift shall consist of forty-two (42) hours, averaged out over eight week period.
- D. Recall - if a member is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.

Section 2. For the duration of this Agreement, the Town, except in cases of emergency, shall not increase the regular hours of firemen on an annual basis over the regular non-overtime hours assigned in 1974.

Section 3. If a man is recalled for any reason, he shall receive a four (4) hour minimum guarantee at his overtime rate of pay.

Section 4. Effective within sixty (60) days of the arbitration award dated 1/16/04, the work schedule for Staff Officers shall be four (4) ten hour days in seven (7) day cycle to include a working lunch in the same amount of length as currently provided.

Section 5. Staff employees shall start work at 8: a.m. and end work at 6 p.m., and the staff work week shall either be Monday to Thursday or Tuesday to Friday as is currently the practice.

ARTICLE XXVI

PERSONNEL FILES

There shall be one (1) Harrison Fire Department employee file maintained and the members shall have the right to examine their files at a reasonable time. Members shall have the further right to rebut any derogatory material included in their files. Members shall be limited to reviewing their files during regular office business hours.

The contents of the personnel files shall be kept confidential. If a copy of any oral or written reprimand or derogatory material is entered into the member's file, a copy must be served on the member at the same time.

ARTICLE XXVII

DEFERRED COMPENSATION

The Town shall make available to all members a Deferred Compensation Program as soon as administratively possible. The plans shall be available to all members who elect to participate in the program, which shall be in compliance with Section 457 of the Internal Revenue Code and all rules and regulations. The companies authorized to offer these programs shall be mutually agreed to by the Town and the F.M.B.A.

ARTICLE XXVIII

ACTING ASSIGNMENTS

Effective January 1, 1993, where the Fire Chairman assigns a unit member to fill a vacancy (created by termination, death, retirement, promotion resignation or new title) in a higher rank for thirty (30) consecutive calendar days or more, the unit member acting in the higher rank shall receive acting pay at the rate of the higher rank retroactive to the first day of the thirty-day (30) period. All acting assignments shall be filled at the discretion of the Fire Commissioner.

ARTICLE XXIX

DEATH OF A MEMBER

Upon the death of an active member, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation, personal days, sick time, holiday pay and accrued compensatory time.

ARTICLE XXX

RE-ASSIGNMENT OF PERSONNEL

In the event a vacancy in any position within the Fire Department may exist or is anticipated, the Fire Chief shall notify all members. Members interested in a transfer to the vacancy posted may indicate, in writing, to the Fire Chief within five (5) days of such notice being posted.

ARTICLE XXXI

MAINTENANCE OF STANDARDS

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and rules and regulations of the Fire Department. Any and all present benefits which are enjoyed by employees covered by this Agreement that have not been included in this Agreement, shall be continued, if legal.

ARTICLE XXXII

SCHEDULE CONVERSION

Due to the change in the work schedule from 10-14 shifts to a twenty-four (24) hours shifts, all provisions in this agreement such as vacation, sick leave, personal leave and compensatory time shall be charged accordingly:

A. VACATIONS - can be taken in the following units and charged accordingly:

ONE-HALF DAY - any five (5) hours taken from 0800 to 1800 shall be charged as a half-day vacation.

ONE-HALF NIGHT - any seven (7) hours taken from 1800 to 0800 shall be charged as a half-night vacation.

FULL DAY - ten (10) hours taken from 0800 to 1800 shall be charged as one (1) vacation day.

FULL NIGHT - fourteen (14) hours taken from 1800 to 0800 shall be charged as one (1) vacation day.

FULL SHIFT - twenty-four (24) hours taken from 0800 to 0800 shall be charged as two (2) vacation days.

B. PERSONAL DAYS - can be taken in the same manner as vacation days and charged as outlined in Section A above.

C. SICK LEAVE - a member who calls in sick for 0800 shall be charged for two (2) sick days.

D. COMPENSATORY TIME - a member may take compensatory time in a minimum of one (1) hour to a maximum of twenty-four (24) hours. A member will be charged for each hour used. Compensatory time requested in units less than four (4) hours can only be granted provided no replacement overtime is needed.

E. STAFF VACATION INCENTIVE - Effective 1/1/04, vacation for Staff Officers shall be calculated based upon the number of days set forth in Article VIII Section A times 12 hours. A vacation leave bank for each Staff Officer shall be developed setting forth each Staff member's current bank. Vacations may continue to be taken in three (3) hour increments.

ARTICLE XXXIII

MUTUAL AID

The Town shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident, out of performance of duty, within the Town of Harrison.

ARTICLE XXXIV

MUTUAL SWAPS

The parties agree to the application of the Department Mutual Swap Policy dated October 27, 1993, governing swaps: It will not be the intention of a swap to cause or generate overtime. If an individual disputes or is denied a swap, the individual may appeal to the Fire Chairman. The decision of the Fire Chairman shall be final and binding and not subject to arbitration.

ARTICLE XXXV


DURATION OF AGREEMENT

This Agreement shall remain in effect from January 1, 2007 through midnight December 31, 2011. In the event a successor Agreement has not yet been made, then if the parties mutually agree this contract shall remain in effect until the new Agreement is executed. Negotiations on a successor Agreement will commence at least thirty (30) days prior to the expiration of this Agreement.

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

TOWN OF HARRISON

HARRISON FIREMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 22


Raymond McDonough, Mayor


Firemen's Representative


Town Clerk


Captain's Representative


Deputy Chief's Representative


Harrison Firemen's Benevolent
Association President, DAVID PIZINA

Dated: 5/19/2010

Dated: 5/19/10