

CONTRACT

2001 Through 2003

BETWEEN

HARRISON PROFESSIONAL FIRE FIGHTERS
ASSOCIATION

LOCAL 2245

AND

TOWN/VILLAGE OF HARRISON, NEW YORK

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
I	GOVERNING LAW	1
II	RECOGNITION	1
III	MANAGEMENT.....	1
IV	SAFETY AND LABOR RELATIONS	2
V	DUES DEDUCTIONS.....	2
VI	SENIORITY.....	3
VII	COMPENSATION AND RETROACTIVITY	3
VIII	RESERVED.....	4
IX	OVERTIME.....	4
X	SICK LEAVE	4
XI	VACATIONS AND PERSONAL LEAVE	4
XII	HOLIDAYS	5
XIII	LOSS OF HOLIDAY PAY.....	7
XIV	RETIREMENT	7
XV	BENEFITS PLAN.....	7
XVI	LIFE INSURANCE	8
XVII	BEREAVEMENT LEAVE.....	9
XVIII	RECIPROCAL RIGHTS	9
XIX	SPECIFIC RULES OF OPERATION	10
XX	FIRE FIGHTER DESIGNATION	10
XXI	GRIEVANCE PROCEDURE.....	11
XXII	CONTINUITY	11
XXIII	OPEN NEGOTIATIONS.....	12
XXIV	LONGEVITY	12
XXV	AGENCY SHOP.....	13
XXVI	PAST PRACTICE	13
XXVII	EYE GLASS PLAN.....	13
XXVII	SCHOOLING.....	13

XXIX RESPONSE TO LEGISLATION OR JUDICIAL ACTION.....14

SCHEDULE A.....15

Agreement made this 14th day of November, 2002 by and between the Harrison Professional Fire Fighters Association Local 2245 affiliated with International Association of Fire Fighters (hereinafter called the "Association" or "Union") and the Town of Harrison, State of New York (hereinafter called the "Town").

WITNESSETH:

WHEREAS, the members of the Association are employed by the Town as Professional Fire Fighters, Superintendent of Equipment and Alarms, and Assistant Superintendent of Equipment and Alarms (hereinafter called "Professional Fire Fighters") in the Fire Department of the Town; and

WHEREAS, the parties hereto desire to cooperate to stabilize their labor relations by establishing general standards of wages, hours of service and other conditions of employment, and arbitration machinery whereby disputes and grievances between the Association and the Town May be adjusted without resort to strikes, lockouts or other interferences with the smooth operation of the Fire Department.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
GOVERNING LAW

The law governing this Agreement shall be in the Public Employees Fair Employment Act, and such provisions of the Civil Service Law and the Local Laws of the Town of Harrison, State of New York, which are not inconsistent with the said act and the Civil Service Law.

ARTICLE II
RECOGNITION

A. The Town recognizes the Association as the sole and exclusive representative for all the Professional Fire Fighters employed by the Town.

B. The Town agrees that the Association shall be the sole exclusive representative for bargaining and grievances.

ARTICLE III
MANAGEMENT

Except as specifically limited by this Agreement, the elected body of government retains all rights mandated and the right of directing the employees, including but not limited to the services to be rendered, the location of physical facilities, the scheduling and standards of performance, the scheduling and hours shifts, the means, the methods and technology of rendering service, the right to hire, promote, demote and transfer employees, to establish rules

C. All vacation days which accrue between January 1st through December 31st, inclusive, in a calendar year, shall be taken in the following calendar year. Payment for unused compensatory and vacation time shall be made in December.

D. Members of the Association are entitled to actual vacations, except in the year of retirement at which time, the retiring member has the sole option of accepting payment for vacation time or actual vacation in time.

At retirement, the maximum lump sum vacation payment cannot exceed twenty-one (21) working days (252 hours). Payment for this time shall be made on the members effective retirement date.

E. Members of the Association who have not received vacation time which accrued or occurred during that time of the year of resignation, retirement, or his death, he or his beneficiaries shall be given pay equivalent to the number of hours of such unused vacation time.

F. FIFO/LILO – Any vacation time taken in any year will be on a First InFirst Out basis; the first time in, or accrued, shall be the first time out, or used.

G. Vacation selections by members shall be in accordance with past understandings that vacations will be scheduled in periods between January 1 and December 31 (inclusive) of the year in which said vacation is to be taken.

Four (4) men will be allowed to be on vacation at any one time.

H. The Members of the Association will have the option to taking their entire vacation at one time or ~~splitting said vacation. Vacation choice shall be on a seniority basis by squads. Splitting of vacation time shall be on a seniority basis by squads also. Each member of a squad shall be given one (1) vacation choice before a second choice can be given to any member of the same squad. No less than nine (9) working days may be taken in any vacation choice.~~

I. All members hired after January 1, 1985, will be entitled to fifteen (15) working days vacation with pay. Said vacation entitlement shall increase to twenty-one (21) working days with pay after completion of three (3) years service.

J. A Fire Fighter shall be entitled to three explained personal leave days. Except in urgent situations, ten days advance notice shall be given of intent to utilize a personal or special leave day.

ARTICLE XII HOLIDAYS

A. All members of the Bargaining Unit shall receive fourteen (14) holidays per year, whether worked or not. Holidays shall be taken as compensatory time off or paid in cash at the members sole option, at twelve (12) hours per day times the hourly rate of pay of that year. If any

or all of these fourteen (14) days are not taken or scheduled by the member as compensatory time off by November 1st of any year, this member shall receive payment for all unused holidays in December of the accrual year at the hourly rate of pay of the current year.

Holidays, whether in cash or in compensatory time off, must be taken within the calendar year, except when illness or injury interfere in which case they may be carried over into the next year, and they must be taken in that year or forfeited.

The Holiday schedule (sign-out sheet) shall be posted by December 1st for the entire succeeding year. The choice of Holidays will continue as is presently in effect.

Members of the Association will alternate the following days annually: ~~Easter~~, Thanksgiving, Christmas and Christmas Eve.

will be changed contract
The shifts will change no later than May 1st of the current year so that the squad scheduled to work Christmas Eve and Christmas will have ~~Easter~~ and Thanksgiving off. The squad that is scheduled to work ~~Easter~~ and Thanksgiving will have Christmas Eve and Christmas off.

The execution of such changes will be the responsibility of the members of the Association.

The President of the Union will submit a list of such unused holidays to the Comptroller by November 1st so that funds may be budgeted to pay for such holidays. Payment for up to fourteen days (14) will be at the option of the Union members. Days accumulated in any given year are payable in December of the year of accrual. Payment will be at straight time at the pay scale of the year in which the holidays occurred.

B. Members of the Association who have not received holidays which occurred or occurred during that time of year of resignation, retirement or death shall be given pay equivalent to the number of such unused holidays, or upon his death, his beneficiary shall receive said benefit.

C. The fourteen (14) holidays for the purpose of this agreement are the following:

- | | |
|-----------------------------|----------------------|
| 1. New Year's Day | 8. Independence Day |
| 2. Martin Luther King's Day | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Election Day |
| 6. Easter | 13. Thanksgiving Day |
| 7. Independence Day | 14. Christmas |

ARTICLE XIII
LOSS OF HOLIDAY TIME

A. For every one hundred eighty-two (182) hours of sick time or proportion thereof, thereafter, that a member is out, the member will lose twelve (12) hours of holiday time credited to him.

The sick time shall be multiplied by a factor of .066 to determine the exact hours lost.

Example: 181 hours 59 minutes - no loss of holiday time
 182 hours - loss of twelve (12) hours
 273 hours - loss of eighteen (18) hours.

This clause refers to regular sick time only. A Fire Fighter who was injured (disabled) in the line of duty shall be entitled to all wages and benefits.

B. Effective January 1, 1989, a Fire Fighter who has a perfect attendance record for six (6) consecutive months (to be measured from January 1st to June 30th and again from July 1st to December 31st) shall be entitled to one (1) day C.T.O. for each six (6) months of perfect attendance. The benefit would not be cumulative, must be taken within six (6) months after it is earned or be lost (unless manpower shortages prevent the Department from allowing the Fire Fighter to take this time) and would not be given to retirees unless the retiree has worked on March 31st, without missing a day since January 1st.

ARTICLE XIV
RETIREMENT

The Town shall continue at its sole cost and expense to contribute to the State Employees' Retirement System on behalf of each Association member of the Fire Department of the Town on the basis of retirement upon completion of twenty (20) years of service as an employee of such Department and shall provide for all the benefits given under Sections 384, 384d, and 375i of the Retirement and Social Security Law and in accordance with Section 302-9d, and shall continue to assume all of the additional cost on account of service as an employee of such Department only as provided or mandated by Law.

ARTICLE XV
BENEFITS PLAN

A. All Fire Fighters shall be eligible for membership in the State Health Insurance Plan pursuant to the provisions of Article II of the Civil Service Law of 1967. Such insurance coverage shall be on a non-contributory basis for all employees and retirees hired prior to January 1, 1985.

All employees hired after January 1, 1985 shall pay an amount equivalent to 25% of the total cost of hospitalization under the provisions of coverage under the "New York State Health

Insurance Statewide Plan" until such time as they have reached ten (10) years service at which time the Town shall pay 100% of hospitalization coverage.

B. The Town shall, at its own cost and expense, provide dental coverage equal to the benefits of Homelife Dental Insurance Plan presently in effect, using the Homelife Dental Insurance Plan or equivalent plan, at the Town's option.

C. Effective January 1, 1983, retirees may elect to pick up the coverage of the then current dental plan - at no expense to the Town, subject to the approval of the Insurance Company then providing the coverage.

D. The Town reserves the right to change the Health Insurance Carrier or pursue a plan of self-insurance, upon the condition that the benefits being offered by the New Insurance Carrier and/or plan of self-insurance, shall be equal to or better than the benefits provided under the preceding contract (PomCo/MebCo Plan) in effect during the calendar year 1990. The Town will submit to the Association ninety (90) days prior to any contemplated change, a complete list of benefits offered by the new Health Insurance Carrier or plan of self-insurance.

E. In the event that the Association determines that the benefits being offered by the new Insurance Carrier or plan of self-insurance are not equal to, or better than the benefits now being provided, the Association may demand arbitration of the issue within ninety (90) days after receiving said offer.

F. It is understood that all medical benefits shall continue to be provided for all Association retirees,, their spouses and eligible children so long as the retiree is alive.

G. Any member of the Association covered by this agreement, who is covered by Health Insurance through a spouse, parent, or other person; can at the member's option, withdraw from the medical plan. If that election is made, he/she will be entitled to receive from the Town an amount equal to twenty-five (25%) percent of the premium which the Town would be obligated to pay for each year in which the member is not covered by the Town's plan. If the member wishes to rejoin the Town's Medical plan, he/she may do so at any time subject to the waiting period and rules imposed by the insurer. Prior to returning to the Town's plan, the member must rebate to the Town a pro-rated portion of premium. e.g. Fire Fighter Black withdraws from the plan on January 1st and receives \$ 1,000.00 from the Town, representing 25 % of the premium which the Town would have paid that year for Health Insurance covering Fire Fighter Black and his family. Fire Fighter Black rejoins the plan on July 1st. Fire Fighter Black must repay to the Town the sum of \$500.00, i.e. 6 months/12 months x \$ 1, 000.00.

ARTICLE XVI LIFE INSURANCE

Effective January 1 1991, the Town shall obtain and continue to maintain in full force and effect, and pay all premiums for a thirty thousand (\$30,000.00) dollar double indemnity (for accidental death) insurance policy on the life of each member of the Association who shall be

insured, payable to a beneficiary designated by the respective insured Association member on or off the job.

ARTICLE XVII
BEREAVEMENT LEAVE

Each Professional Fire Fighter of the Association shall be entitled lip to four (4) days off to attend to the wake or funeral of the immediate members of his family, including his Father-in-Law or Mother-in-Law, Grandparent and Grandchildren.

ARTICLE XVIII
RECIPROCAL RIGHTS

A. The Town recognizes the right of the Professional Fire Fighter to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit Professional Fire Fighters during working hours.

B. The Association shall have the right to post official notices and communi cations on the bulletin boards, which are maintained in the Fire House and on the premises and facilities of the Town. The president of the Association or his designee shall have the tight to visit the Supervisor or the Town Board for the purpose of adjusting grievances and administering the terms and conditions of this contract.

C. Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose, the maintenance of harmonious and cooperative relations between the Town and the Professional Fire Fighters and uninterrupted operation of the Fire Department. Such committee shall not exceed three representatives. The Professional Fire Fighters would be released from their duties for negotiations and/or grievances. Under no event shall there be less than two (2) Professional Fire Fighters on duty.

D. Members who are designated to represent the Association may attend Statewide Conventions and meetings of the New York State Professional Fire Fighters Association, Inc. the International Association of Fire Fighters, and AFLCIO pursuant to their obligations as officers or delegates of the bargaining unit herein, and shall be permitted a reasonable amount of time free from their regular duties.

E. The Town agrees not to engage in lockouts and the Association agrees not to engage in strikes.

ARTICLE XIX
SPECIFIC RULES OF OPERATION

A. The Town hereby agrees that none of the provisions of this contract or any said rules and regulations can be altered, changed or modified, nor can any additional rules and regulations be promulgated without prior submittal to the Association for consideration.

The Union may seek to arbitrate whether or not any new duties fall within the Fire Fighters duties.

B. Any member of the Department, within or outside the Bargaining Unit, who meets the training qualifications will be qualified and permitted to drive the apparatus. The parties agree to establish a mandatory training program to qualify Operators of Apparatus.

C. The Town further agrees that if, due to unforeseen circumstances, there are less than two (2) Professional Fire Fighters coming on duty, one of the Professional Fire Fighters from the previous shift will be held over or an off-duty Professional Fire Fighter will be recalled. The intention being that there will be no less than two (2) Professional Fire Fighters on duty at all- times. If, during a tour, the number of Professional Fire Fighters shall be immediately recalled.

D. Unlimited exchange of duty will be granted to all members of the Association as long as the Director of Personnel is notified and will be granted subject to needs of Department, and, in his absence, the senior Professional Fire Fighters will be notified.

E. During the fourteen (14) hour shift from 6:00 p.m. until 8:00 a.m., members of the Association shall not be assigned any extra duties for a seven (7) hour period from 12:00 a.m. to 7:00 a.m., except in the case of emergency or fire calls and shall be allowed to remain in the living quarters presently in existence for such purpose which shall remain in its present location.

F. The Professional Fire Fighters will not be required, ordered, or asked to clean up after Volunteer social functions.

ARTICLE XX
FIRE FIGHTER DESIGNATION

A. The Town shall refer to the basic rank employee of the Fire Department as Fire Fighters instead of Firemen in all official and unofficial references.

B. All newly appointed Fire Fighters will be issued Turn Out Gear. The gear will consist of Bunker Pants, Turn Out Coat, Boots, Helmet and Gloves. All gear will be OSHA approved.

C. Beginning in October of 1990, there will be a review of Turn Out Gear every five (5) years. Turn Out Gear will be replaced as required. Turn Out Gear will be replaced at any time due to damage incurred during emergencies.

D. Effective January 1, 2002, each Fire Fighter shall receive an annual Uniform/Shoe Allowance of \$350 which shall be paid on a voucher system. The \$350 allowance shall be exclusive of Turn Out Gear. A Uniform Committee shall be formed to determine appropriate uniforms to be worn by the Fire Fighters. Any deadlock within the Uniform Committee shall be broken by the Town Supervisor. Two uniform supply stores shall be designated by the Town after consultation with the Union. All Fire Fighters must wear their uniforms while on duty.

ARTICLE XXI GRIEVANCE PROCEDURE

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

1. Such dispute by a Professional Fire Fighter shall be presented to his Association representative.
2. In the event that such dispute is not resolved within five (5) working days from such presentation, it shall then be presented by the Association to the immediate supervisor of said Professional Fire Fighter.
3. In the event that such dispute is not resolved by the immediate Supervisor, it shall then be presented to the Chief and his assistants.
4. In the event such dispute is not satisfactorily resolved or adjusted by the Chief and his assistants in five (5) days, then the Association shall present the same to the Town Board or its designee for settlement.
5. In the event that any dispute is not disposed of, it shall be referred by either party to arbitration before an impartial arbitrator, to be mutually agreed upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment shall be made in accordance with the rules of procedure of the American Arbitration Association for binding arbitration.

ARTICLE XXII CONTINUITY

If, upon the termination of this Agreement no new agreement is entered into between the parties, the parties hereto shall abide by the provisions of this Contract until a new agreement is reached between them, which new agreement will become effective as of the termination date of this Contract.

ARTICLE XXIII
OPEN NEGOTIATIONS

Any permissive State or Local Legislation or resolution arising subsequent to January 1, 1974, may be negotiated at any time during the life of this contract. This does not obligate the Town in any way to adopt such State Legislation or grant benefits to the Association under such Local Legislation or resolution.

ARTICLE XXIV
LONGEVITY

Effective January 1, 1998

Each member of the Association, after the completion of five (5) years of service, shall receive \$925.00 yearly, over and above his base salary.

Each member of the Association, after the completion of ten (10) years of service, shall receive \$1325.00 yearly, over and above his base salary.

Each member of the Association, after the completion of fifteen (15) years of service, shall receive \$1375.00 yearly, over and above his base salary.

Effective January 1, 1999

Each member of the Association, after the completion of five (5) years of service, shall receive \$1025.00 yearly, over and above his base salary.

Each member of the Association, after the completion of ten (10) years of service, shall receive \$1425.00 yearly, over and above his base salary.

Each member of the Association, after the completion of fifteen (15) years of service, shall receive \$1475.00 yearly, over and above his base salary.

Effective January 1, 2000

Each member of the Association, after the completion of five (5) years of service, shall receive \$1125.00 yearly, over and above his base salary.

Each member of the Association, after the completion of ten (10) years of service, shall receive \$1525.00 yearly, over and above his base salary.

Each member of the Association, after the completion of fifteen (15) years of service, shall receive \$1575.00 yearly, over and above his base salary.

Any Association member employed more then twenty (20) years shall also receive an extra one hundred (\$100.00) dollars for each year over twenty (20) years up to a maximum of five hundred (\$500.00), over the final longevity step.

Payment of such Longevity shall be in the first pay period in December of the current year and shall be by separate check.

ARTICLE XXV
AGENCY SHOP

Effective the first pay period of 1979, all employees represented by the Bargaining Unit who are not members of the Union, shall be required to pay to the Union an Agency Shop Fee Deduction, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member.

The employer will make deductions from the wages of said employee in the same manner as members of the Bargaining Unit, and shall transmit such amount to Harrison Professional Fire Fighters Association.

ARTICLE XXVI
PAST PRACTICE

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE XXVII
EYE GLASS PLAN

Each Association member is entitled to one hundred fifty (\$150.00) per year towards prescription glasses.

Effective January 1, 2002, the Town shall contribute on behalf of each Association member the sum of \$150 per year towards the amount required to cover each employee in the CSEA sponsored and run family vision/optical plan (Platinum 12). Other than the \$150 per member contribution set forth herein, the Town shall have no other responsibility or obligation with respect to vision or optical coverage.

ARTICLE I XXVIII
SCHOOLING

A. Schooling expenses shall be paid for by the Town-Village of Harrison for any approved course.

SCHEDULE A

Each Fire Fighter of the HARRISON PROFESSIONAL FIRE FIGHTERS ASSOCIATION covered by the terms of the Collective Bargaining Agreement shall receive, for 2001, an increase of three and one half (3.50%) percent over the base salary in effect on December 31, 2000. For 2002, an increase of three and one half (3.50%) percent over the base salary in effect on December 31, 2001. For 2003, an increase of three and one half (3.50%) percent over the base salary in effect on December 31, 2002.

FOR 2001

First Grade	\$66,371.
Second Grade	\$58,302.
Third Grade	\$51,872.
Fourth Grade	\$45,359.
Fifth Grade	\$39,994.

FOR 2002

First Grade	\$68,694.
Second Grade	\$60,343.
Third Grade	\$53,688.
Fourth Grade	\$46,947.
Fifth Grade	\$41,394.

FOR 2003

First Grade	\$71,098.
Second Grade	\$62,455.
Third Grade	\$55,567.
Fourth Grade	\$48,590.
Fifth Grade	\$42,843.

B. One firefighter shall be sent to school to become a certified Code Enforcement Officer. Who will then train the other firefighters employed by the Town-Village of Harrison in fire inspection procedures.

C. All firefighters employed by the Town-Village of Harrison shall be trained as certified First Responders.

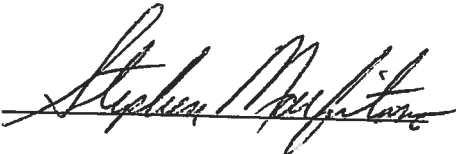
ARTICLE XXIX
RESPONSE TO LEGISLATION OR JUDICIAL ACTION

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree or court of competent jurisdiction or by the decision of portion of this agreement shall not invalidate the remaining portions thereof provided. However, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal the day and year above written.

TOWN OF HARRISON

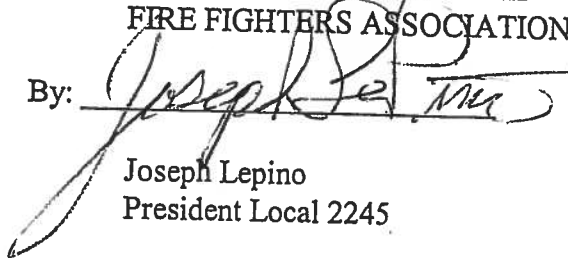
By: _____



Stephen Malfitano
Supervisor/Mayor

HARRISON PROFESSIONAL
FIRE FIGHTERS ASSOCIATION

By: _____



Joseph Lepino
President Local 2245

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the Town of Harrison (the "Town") and the Harrison Professional Firefighters Association, IAFF Local 2245 (the "Harrison Firefighters") dated this 1st day of November, 2001.

WHEREAS, the Town and the Harrison Firefighters were parties to a collective bargaining agreement that expired December 31, 2000; and

WHEREAS, authorized representatives of the Town and the Harrison Firefighters met in good faith to negotiate a successor agreement; and

WHEREAS, the parties have reached a tentative agreement subject to ratification by the membership of the Harrison Firefighters and the Town Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The respective negotiating committees agree to recommend this Memorandum for ratification.
2. A copy of this original document has been furnished to representatives of the Town and the Harrison Firefighters.
3. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
4. Term of Agreement – The Agreement shall be for a period of three years commencing on January 1, 2001 and expiring on December 31, 2003.
5. Compensation – 3.5% salary increase per year for each of the 3 years of the agreement (effective 1/1/01; 1/1/02; 1/1/03, cumulatively).
6. Bereavement Leave - Article XVII shall be amended to read as follows: Each Professional Fire Fighter of the Association shall be entitled up to four (4) days off to attend to the wake or funeral of the immediate members of his family, including his Father-in-Law, Mother-in-Law, Grandparents and Grandchildren.
7. Eye Glass Plan - Article XXVI shall be amended to provide as follows: Effective 1/1/02, the Town shall contribute on behalf of each association member the sum of \$150 per year towards the amount required to cover each employee in the CSEA sponsored and run family vision/optical plan (Platinum 12). Other than the \$150 per member contribution set forth herein, the Town shall have no responsibility or obligation with respect to vision or optical coverage.
8. Labor/Management Relations – Article IV shall be amended to provide as follows: There shall be formed a joint labor-management committee whose purpose it shall be to

review the collective bargaining agreement and make joint recommendations concerning the modification and/or deletion of obsolete and/or superfluous language from the agreement.

9. Vacation and Personal Leave – Article XI shall be amended to provide that payment for unused CTO and vacation time shall be made in December.

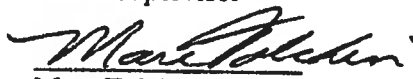
10. Holidays – Article XII shall be amended to provide that payment for all unused holidays shall be made in December of the year of accrual.

11. Uniform/Shoe Allowance – Effective 1/1/02, each Fire Fighter shall receive an annual Uniform/Shoe Allowance of \$350 which shall be paid on a voucher system. The \$350 allowance shall be exclusive of Turn Out gear. A Uniform Committee comprised of two representatives of the Union and two representatives of the Town shall be formed to determine appropriate uniforms to be worn by the Fire Fighters. Any deadlock within the Uniform Committee shall be broken by the Town Supervisor. Two uniform supply stores shall be designated by the Town after consultation with the Union. All Fire Fighters must wear their uniforms while on duty.


12. All provisions of the expired collective bargaining agreement that are not modified by this Memorandum of Agreement shall be incorporated into the successor agreement.


For the Town:

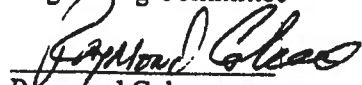

Ronald Bianchi
Town Supervisor


Marc Tolchin
Town Attorney

For the Harrison Firefighters:


Joseph Lepino
Union President


Donald Cianci
Negotiating Committee


Raymond Colasacco
Negotiating Committee

2005, 2006, 2007

MEMORANDUM

Memorandum of Agreement by and between the Town of Harrison (the "Town") and the Harrison Professional Firefighters Association, IAFF Local 2245 (the "Harrison Firefighters") dated this 12 day of January, 2005.

WHEREAS, the Town and the Harrison Firefighters were parties to a collective bargaining Agreement that expired December 31, 2003; and

WHEREAS, authorized representatives of the Town and the Harrison Firefighters met in good faith to negotiate a successor agreement; and

WHEREAS, the parties have reached a tentative agreement subject to ratification by the membership of the Harrison Firefighters and the Town Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The respective negotiating committees agree to recommend this Memorandum of Agreement for ratification.
2. A copy of this original document has been furnished to representatives of the Town and the Harrison Firefighters.
3. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
4. Term of Agreement - The Agreement shall be for a period of three years commencing on January 1, 2004 and expiring on December 31, 2006.

5. Compensation -

A) Increase salaries as

1/1/04 +3.75%

1/1/05 + 3.75% 7/1/05 .25%

1/1/06 +3.75% 7/1/06 +.50%

6. Uniform Allowance

Uniform/shoe allowance increased to a total of \$500 per year, per member.

7. Death Leave – In addition to existing bereavement leave, each member shall be entitled to one (1) day use for an aunt, uncle, niece or nephew.

8. Health Insurance

Medical benefits shall continue to be provided for all Harrison Firefighters members, including retirees, their spouses and eligible children. This benefit for spouses and eligible children shall continue for a maximum of six (6) years after the death of the member, or earlier, upon either (1) the death of the surviving spouse or (2) coverage of surviving spouse under a comparable health insurance plan or policy other than that provided here. With respect to eligible children, such coverage shall terminate no later than the eligible child reaching 21 years of age.

Medical benefits to be provided for spouse and children for lifetime in the event of a death while in the line of duty, unless:

- A) The spouse remarries;
- B) Children eligible until age 21, or 23 years of age, if the dependant is enrolled in a college or university.

9. Effective 1/1/05 – change eyeglass plan to CSEA eyeglass plan.

10. **Longevity** - 1/1/04 increase all steps as follows:

01/01/04 - 5 years of service \$1,325.00
10 years or service \$1,725.00
15 years of service \$1,775.00

01/01/05 - 5 years of service \$1,525.00
10 years of service \$1,925.00
15 years of service \$1,975.00

01/01/06 - 5 years of service \$1,725.00
10 years or service \$2,125.00
15 years of service \$2,175.00

*- Freeze 5x10
Raise 15yrs. Take \$10⁰ on*

11. **Drug Testing** - Implement attached drug testing policy.

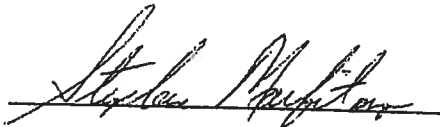
12. **Sick Incentive** - Effective 1/1/05

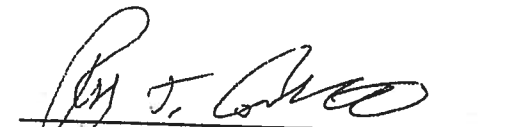
0 days off health - \$1,500.00
1 day off health - \$1,250.00
2 days off health - \$1,000.00
3 days off health - \$750.00
4 days off health - \$500.00

13. **Overtime Article IX.** This shall be modified to specify that members shall have the choice of being paid for overtime during the pay period in which the overtime occurred or members can accrue overtime for the year and be paid for this time in December. Members must each make this choice in January of each year. There will be no changing after this choice is made. Notwithstanding the foregoing, all overtime will be paid at the rate in effect at the time the overtime was worked.

14. Holidays Article XII. Members of the Association "will alternate the following days annually Easter-Thanksgiving-Christmas Eve-and Christmas Day" shall be changed to read members "will alternate Thanksgiving-Christmas Eve and Christmas Day." Easter will be eliminated from the provision.

15. All provisions of the expired collective bargaining agreement that are not modified by this Memorandum of Agreement shall be incorporated into the successor agreement.


STEVE MALFITANO
TOWN SUPERVISOR


RAY J. COLASACCO, PRESIDENT
HARRISON PROFESSIONAL
FIREFIGHTERS ASSOCIATIONS,
IAFF Local 2245

2007, 2008, 2009

**MEMORANDUM OF AGREEMENT BETWEEN
THE HARRISON PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 245 AND THE TOWN OF HARRISON**

All terms and conditions of the Collective Bargaining Agreement which expired December 31, 2006 shall be continued in full force and effect, except where modified as follows:

1. Compensation:

Salary Increase:

<u>Year</u>	<u>% Increase</u>
2007	3.75%
2008	4.0 %
2009	4.25%

Current Salary Steps:

	2006		2007		2008		2009
Start	48,245	3.75	50,054	4	52,056	4.25	54,269
	2	54,669		56,719		58,988	
	3	62,519		64,863		67,458	
	4	70,270		72,905		75,821	
Top	79,988		82,988		86,307		89,975

New Salary Steps For Fire Fighters hired after January 1, 2008

	2007	2008	2009
Start	42,056	43,738	45,597
	2	50,242	54,472
	3	58,428	63,348
	4	66,614	72,223
	5	74,800	81,098
Top	82,988	86,307	89,976

2. Longevity Starting 2007

5 yrs	\$1725
10 yrs	\$2125
15 yrs	\$4000

3. Health Insurance

25% of cost for the first five (5) years of employment for all new hires after January 1, 2008 is to be paid by the new employee.

2010, 2011, 2012

MEMORANDUM OF AGREEMENT BETWEEN HARRISON PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2245 and the TOWN OF HARRISON

All terms and conditions of this memorandum have been bargained, in good faith, by authorized representatives of the negotiating entities and each party will recommend this agreement for ratification. All terms and conditions of the Collective Bargaining Agreement between the Harrison Professional Fire Fighters Association, Local 2245 and the Town of Harrison, New York, which expired on December 31, 2009, shall be continued in full force and effect, except where modified as follows:

1. Salary Increase

Year	% Increase
2010	0%
2011	1% (based on 2009 salary rate)
2012	3%

All salary increases will be effective January 1 of the year listed.

2. Cost Savings

Effective upon the date of full ratification of the agreement, but no later than the end of the 2010 calendar year, the employees of the Harrison Professional Fire Fighters Association, Local 2245 bargaining unit will provide cost savings to the Town of Harrison with respect to the 2010 calendar year in the amount of \$69,289. The cost savings will be divided among the membership and each member's proportionate share will be determined based on their respective salary in accordance with Exhibit "A". Employees shall choose from the following options to meet their cost savings responsibility:

- A. Payment Deferral Options (Except for A.7 below, monies chosen from this list will be forfeited by the employee in the 2010 calendar year, but will be repaid to the employee in three equal payments, to be paid in a lump sum in February of 2012, 2013 and 2014)
1. Defer payment for 2010 holidays
 2. Defer payment for Health Insurance Buyout
 3. Defer payment for longevity
 4. Defer payment for annual step increase
 5. Defer clothing allowance
 6. Defer payout of Compensatory Time
 7. Members will be entitled to take off and forego holiday pay in lieu of deferring

Memorandum of Agreement By and Between the Town of Harrison New York and Harrison Professional Firefighters Association Local 2245 regarding Experimental 24 Hour Work Schedules

Memorandum of Agreement by and between the Town of Harrison (the "Town") and Harrison Professional Fire Fighters Association Local 2245 (the "Union") dated this 11th of June 2010.

WHEREAS the Town and Union are parties to a collective bargaining agreement which sets forth certain terms and conditions of employment; and

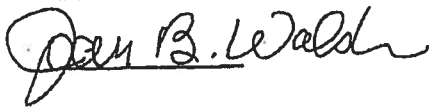
WHEREAS the Town and Union have, by separate memorandum entered into a new agreement for the term January 1, 2010 through December 31, 2012 contract term; and

WHEREAS, the collective bargaining agreement does not provide for twenty-four (24) hour work schedules for bargaining unit members: and

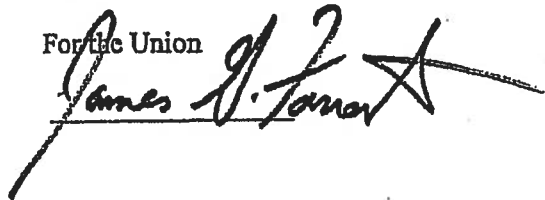
WHEREAS, the Town and Union have voluntarily implemented, on a trial basis, an experimental 24 hour work schedule, it is stipulated and agreed as follows:

1. The experimental 24 hour work schedule shall remain in effect through December 31, 2012.
2. Effective January 1, 2013 the work schedule in effect prior to implementation of the 24 hour schedule shall be reinstated unless both sides agree through collective bargaining prior to that date to further extend the use of the 24 hour schedule.
3. This agreement is subject to ratification by the membership of the Union and the Harrison Town Board.

For the Town



For the Union



6. Health Insurance

Upon full ratification of this agreement, the parties agree that, in good faith, they will negotiate health insurance benefits. The parties acknowledge that upon reaching an agreement on health insurance benefits they will be under no further obligation to negotiate over that subject for the life of the 2010 through 2012 agreement.

7. Counterparts

This Memorandum can be executed in counterparts, each of which will be part of one and the same document. A signed facsimile copy shall be deemed an original.

Agreement executed this 8th day of JUNE, 2010.

Town of Harrison

By: John B. Walsh

Harrison Professional Fire Fighters
Association, Local 2245

By: James D. Faneb

B. Other Options

Employees may choose to have the appropriate amount deducted from their pay in equal installments for the remainder of the 2010 fiscal year pay periods (This option will be repaid in the same manner as Section 2A options).

Employees may use any one of the above options, or any combination of the above options to meet their individual obligations with regard to the cost savings as set forth in Exhibit "A". Any Employee who fails to indicate their selection within ten calendar days of full ratification of this agreement will have the amount deducted from their pay in accordance with Option B above. Any employee who leaves active employment through resignation or retirement, prior to repayment of the full amount of the monies deferred, shall be paid, by the Town of Harrison, whatever portion remains at the time of separation from employment.

3. No Layoffs

The Town agrees that except in the event of material adverse circumstances affecting the Town's local finances there shall be no layoffs in the Harrison Professional Fire Fighters Association, Local 2245, bargaining unit for the duration of the contract term, January 1, 2010 through December 31, 2012. This clause shall sunset on December 31, 2012.

4. Retirements

The total cost savings discussed in paragraph two (2) above (\$69,289) shall be reduced if any bargaining unit member retires between the date of full ratification of this Memorandum of Agreement and September 30, 2010, by the net savings realized by the Town based on that retirement. The net savings resulting from the retirement of bargaining unit members will be refunded by the Town, less applicable withholdings, to the members in accordance with their proportionate share and paid out in a lump sum check in the 4th quarter of the 2010 fiscal year. This lump sum check will reduce the Town's future refund obligations for any monies that were deferred by employees based on Sections 2A and 2B of this Memorandum of Agreement.

5. Duration of Agreement

This Agreement shall be for a three (3) year period from January 1, 2010 to December 31, 2012 except the agreement shall continue for the payment of monies due to employees in 2013 and 2014 pursuant to Section 2 above. Any dispute, which arises regarding repayment of monies in 2013 and 2014, shall be subject to the grievance and arbitration provisions of the 2010-2012 Agreement. All provisions of the expired Collective Bargaining Agreement that are not modified by this Memorandum of Agreement shall be incorporated into the successor Agreement, along with sections modified herein.

6. Health Insurance

Upon full ratification of this agreement, the parties agree that, in good faith, they will negotiate health insurance benefits. The parties acknowledge that upon reaching an agreement on health insurance benefits they will be under no further obligation to negotiate over that subject for the life of the 2010 through 2012 agreement.

7. Counterparts

This Memorandum can be executed in counterparts, each of which will be part of one and the same document. A signed facsimile copy shall be deemed an original.

Agreement executed this 8th day of JUNE, 2010.

Town of Harrison

By: John B. Walsh

Harrison Professional Fire Fighters
Association, Local 2245

By: James D. Fand

Memorandum of Agreement By and Between the Town of Harrison New York and Harrison Professional Firefighters Association Local 2245 regarding Experimental 24 Hour Work Schedules

Memorandum of Agreement by and between the Town of Harrison (the "Town") and Harrison Professional Fire Fighters Association Local 2245 (the "Union") dated this 11th of June 2010.

WHEREAS the Town and Union are parties to a collective bargaining agreement which sets forth certain terms and conditions of employment; and

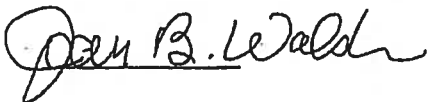
WHEREAS the Town and Union have, by separate memorandum entered into a new agreement for the term January 1, 2010 through December 31, 2012 contract term; and

WHEREAS, the collective bargaining agreement does not provide for twenty-four (24) hour work schedules for bargaining unit members; and

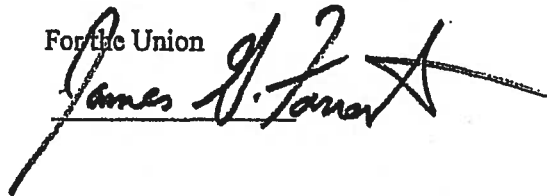
WHEREAS, the Town and Union have voluntarily implemented, on a trial basis, an experimental 24 hour work schedule, it is stipulated and agreed as follows:

1. The experimental 24 hour work schedule shall remain in effect through December 31, 2012.
2. Effective January 1, 2013 the work schedule in effect prior to implementation of the 24 hour schedule shall be reinstated unless both sides agree through collective bargaining prior to that date to further extend the use of the 24 hour schedule.
3. This agreement is subject to ratification by the membership of the Union and the Harrison Town Board.

For the Town



For the Union



**MEMORANDUM OF AGREEMENT BETWEEN HARRISON PROFESSIONAL
FIRE FIGHTERS ASSOCIATION, LOCAL 2245
AND
THE TOWN OF HARRISON**

All the terms and conditions of the Collective Bargaining Agreement between HARRISON PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2245 ("HFD") and the TOWN OF HARRISON ("Town"), which expired on December 31, 2012, shall be continued in full force and effect, except where modified as follows:

1. **Duration:** The term of this Memorandum of Agreement shall be for the period of January 1, 2013 to December 31, 2017. Except as otherwise noted, the provisions of this Memorandum of Agreement shall become effective upon ratification pursuant to paragraph 13 of this agreement.

2. **New Employee Classification:** A 'New Employee' shall be defined as any full-time employee or elected/appointed official hired on or after January 1, 2013, who has never previously been classified as a full-time employee or elected/appointed official of the Town/Village of Harrison.

3. **Wages for Current Employees:** Wages for current employees who were members of the bargaining unit on or before December 31, 2012, shall be increased as follows:

- A. 2.25% effective January 1, 2013;
- B. 2.5% effective January 1, 2014;
- C. 2.5% effective January 1, 2015;
- D. 2.75% effective January 1, 2016; and
- E. 2.75% effective January 1, 2017.

All wage increases will be effective January 1st of the year listed. Retroactive payments due for 2013 and 2014 shall be made as soon as is practical upon full ratification of the Memorandum of Agreement.

4. **Wages for New Employees:** Effective immediately upon the signing of this Memorandum of Agreement, for all employees hired on or after January 1, 2013, the starting salary shall be decreased and shall be ten percent (10%) below the starting salary that was in effect on December 31, 2012. In addition, for all employees hired on or after January 1, 2013, there shall be one additional step (Step 7) added to the salary grid.

5. **Healthcare for Current Employees:** Health Benefits for current employees who were members of the bargaining unit on or before December 31, 2012, shall continue to be covered by the health benefits plan in effect before the execution of this Memorandum of Agreement in accordance with the terms of the parties' collective bargaining agreement, which expired on December 31, 2012, except as expressly changed herein:

- A. Co-Payments for services shall be set in accordance with the attached **Schedule 'A'**.
- B. Ambulatory facilities shall be covered by the health benefits plan.
- C. Medical Plan Buyouts will remain in place for those employees hired on or before December 31, 2012, that currently receive the Medical Buyout, so long as that employee does not elect to receive the health benefits offered by the Town. All employees not receiving the Medical Plan Buyout at the time this Memorandum of Agreement is ratified shall no longer be eligible to receive a Medical Plan Buyout.
- D. Effective upon the execution of the Memorandum of Agreement, any and all changes to the employee health benefits applicable only to current employees shall not be changed unless such changes are approved by a vote of a majority of the current employees, who were hired on or before December 31, 2012, and who are in the Town's employ at the time of such vote.

6. **Healthcare for New Employees:** Effective upon the execution of this Memorandum of Agreement, New Employees will receive health benefits in accordance with the following:

- A. The health benefit plan identified and summarized in **Schedule 'B'** attached to this Memorandum of Agreement. The Town shall have the right to change said plan to a comparable plan provided that benefit levels remain substantially similar to that which would otherwise apply.
- B. Effective upon the execution of this Memorandum of Agreement, all New Employees hired on or after January 1, 2013, shall be required to pay twenty-five (25%) percent of the cost of their health benefits. Thus, for all New Employees hired on or after January 1, 2013, the employee shall pay twenty-five (25%) of the total cost of their individual or family health benefits for the first fifteen (15) years of his or her employment. Due to the uncertainty over future health care costs, the parties agree to negotiate in a later round of collective bargaining negotiations over the amount of health benefits contribution that New Employees hired on or after January 1, 2013, will pay after completion of fifteen (15) years of employment, based upon the conditions and circumstances in effect at or around the time that the first New Employee hired on or after January 1, 2013, reaches fifteen (15) years of employment.
- C. All New Employees hired on or after January 1, 2013, shall not be entitled to any medical buyout.

7. **Health Care Coverage Upon Medicare Eligibility:** All employees, and all employees who retire and are eligible for retiree health benefits from the Town, must immediately notify the Town upon becoming eligible for Medicare, and must notify the Town when any covered dependent becomes eligible for Medicare. Immediately upon becoming eligible for Medicare, retirees eligible for health benefits from the Town shall designate Medicare as the primary coverage for the retiree and/or any covered dependents with Medicare coverage. Should the employee or retiree fail to notify the Town of his or her eligibility for Medicare, or designate Medicare as the primary coverage as required by

this paragraph, the Town shall be entitled to recover directly from the retiree the value of any benefits, premiums or other payments made by the Town on behalf of the employee or retiree, and/or his or her covered dependents, for benefits, premiums or other payments that would have been covered by Medicare.

8. **Mail Order Prescription Drugs for All Employees:** Effective upon the execution of this Memorandum of Agreement, all employees must order all drugs used on a continuing or regular basis, e.g., maintenance drugs, by mail starting with the second refill and each refill thereafter.

9. **Mandatory Generic Substitution of Prescription Drugs for All Employees:** Effective upon the execution of this Memorandum of Agreement, all employees must substitute generic prescription drugs for brand name prescription drugs where a generic equivalent is available unless the employee's medical provider has determined that the brand name drug is medically necessary. Such determination is subject to the appeal process as outlined in the Summary Plan Description. In the event that the brand name drug is medically necessary, the employee shall pay the co-payment applicable to the generic prescription drug. If a generic equivalent prescription drug exists and the employee is dispensed a brand name drug that is not medically necessary, in addition to any co-payments, the employee shall pay the difference between the cost of the brand name drug and the generic equivalent drug, and the difference shall not be covered or reimbursed by the applicable Town health benefits plan.

10. Effective upon the date of execution of this Memorandum of Agreement, for employees who retire or who die while employed by the Town and, in each such case, have a minimum of ten (10) years of service with the Town on the date of death, the surviving spouses and any eligible dependent children of a deceased employee shall continue to receive medical coverage from the Town consistent with the coverage that would have been in effect had the deceased employee survived. Such coverage shall cease upon the earlier of (1) death of the surviving spouse, except that coverage shall continue for the deceased retiree's dependent children in accordance with the terms of the health insurance plan; (2) remarriage of the surviving spouse; (3) coverage of the surviving spouse under a comparable health insurance policy other than that provided herein; or (4) the cessation of a dependent child's eligibility for coverage as a dependent child. In the event that an employee suffers death while in the line of duty, the employee's surviving spouse and eligible dependent children will be eligible for the coverage described in this subsection, subject to the conditions for termination of coverage listed above, regardless of the deceased employee's number of years of service.

11. **207(A) Procedure and Policy:** The parties agree to negotiate, in good faith, a new comprehensive 207(A) Procedure and Policy. Negotiations shall begin within ninety (90) days of execution of this Memorandum of Agreement.


[REST OF PAGE INTENTIONALLY BLANK]

12. All proposals not specifically addressed by this Memorandum of Agreement are hereby withdrawn.

13. This Memorandum of Agreement is subject to ratification by the Board of the Town of Harrison and the membership of the Fire Fighters Association, Local 2245.


DATED: September 9, 2014

Town of Harrison:

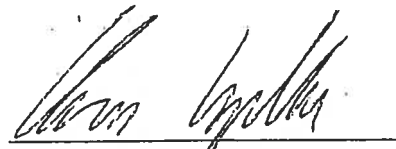


Ronald Belmont
Town Supervisor

Harrison Fire Department:



James Forrest, President
Town of Harrison, HFD



Christopher M. Cipolla
Deputy Village Attorney

**MEMORANDUM OF AGREEMENT BETWEEN HARRISON
PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2245
AND
TOWN OF HARRISON
REGARDING EXPERIMENTAL TWENTY-FOUR (24) HOUR
WORK SCHEDULE**

WHEREAS, the HARRISON PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2245 ("Union") and the TOWN OF HARRISON ("Town") are parties to a separate Memorandum of Agreement ("MOA"), dated September 9, 2014, which sets forth certain terms and conditions of employment; and

WHEREAS, the MOA extended certain terms and conditions of employment detailed in a Collective Bargaining Agreement ("CBA"), dated November 14, 2002, between the Union and Town; and

WHEREAS, the CBA and MOA do not provide for twenty-four (24) hour work schedules for Union members; and

WHEREAS, the Town and Union have voluntarily implemented, on a trial basis, an experimental twenty-four (24) hour work schedule.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do hereby agree and stipulate as follows:

1. The experimental twenty-four (24) hour work schedule for Union members shall remain in effect through December 31, 2017;
2. Effective January 1, 2018, the work schedule in effect prior to the initial implementation of the twenty-four (24) hour work schedule shall be reinstated, unless both the Union and the Town agree to extend the use of the twenty-four (24) hour work schedule to a mutually agreeable date through the collective bargaining process; and
3. This Memorandum of Agreement is subject to ratification by the membership of the Union and the Town Board of the Town of Harrison.

DATED: September 16, 2014

FOR THE TOWN:



FOR THE UNION:

