

MEMORANDUM OF AGREEMENT

By and between the Village of Pelham hereinafter referred to as the "Village" and the Pelham Firemen's Taylor Act Committee, Local 2213, International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union".

Whereby, the parties agree to incorporate the provisions of the 1989-1991 Collective Negotiated Agreement between them into a two (2) year successor agreement, effective December 1, 1991 and terminating on November 30, 1993, except as modified by the by the tentative agreement set forth on pages 1 through 3, inclusive.

So agreed, subject to ratification by the respective bodies of authority this day of May, 1994.

VILLAGE OF PELHAM

PELHAM FIREMEN'S TAYLOR
ACT COMMITTEE

Joseph S. Dunne Mayor ^{6/21/94}

[Signature]

1. Salary

Salary increases are effective for all grades except for Fifth Grade, which is frozen for the term of this Agreement. The effective increases are as follows:

Effective 12/1/91 an increase of 2.35%
(except for fifth grade)

First Grade	\$38,618
Second Grade	\$32,737
Third Grade	\$30,970
Fourth Grade	\$29,198
Fifth Grade	\$24,564

Effective 6/1/92 an increase of 2.30%
(except for fifth grade)

First Grade	\$39,506
Second Grade	\$33,490
Third Grade	\$31,682
Fourth Grade	\$29,870
Fifth Grade	\$24,564

Effective 12/1/92 an increase of 2.25%
(except for fifth grade)

First Grade	\$40,395
Second Grade	\$34,244
Third Grade	\$32,395
Fourth Grade	\$30,542
Fifth Grade	\$24,564

Effective 6/1/93 an increase of 2.20%
(except for Fifth Grade)

First Grade	\$41,284
Second Grade	\$34,997
Third Grade	\$33,108
Fourth Grade	\$31,214
Fifth Grade	\$24,564

**Effective 11/30/93 an increase of 4.8%
(except for Fifth Grade)**

First Grade	\$43,266
Second Grade	\$36,677
Third Grade	\$34,697
Fourth Grade	\$32,712
Fifth Grade	\$24,564

2. Longevity

The longevity will be instituted effective 12/1/91 as follows:

After five (5) years	\$125
After ten (10) years	\$325
After fifteen (15) years	\$475
After twenty (20) years	\$750

3. Sick Leave

1. **Effective 6/1/93, bargaining unit members shall be granted sick leave at the accrual rate of one (1) day per month for an annual sick leave of twelve (12) days. Sick leave shall be defined as absence from duty by a bargaining unit member because of his or her sickness, disability or injury not incurred while on duty.**
2. **Bargaining unit members who use six (6) sick leave days in a six (6) month period, other than for sick leave days supported by a doctor's note, or who use four (4) or more sick days without a doctor's note on the day before, the day of, or the day after a holiday in a six (6) month period, shall be placed on a sick leave monitoring program for the following six (6) months. No bargaining unit member shall be placed on a monitoring program before five (5) days actual written notice to the Union and the member. A bargaining unit member on the monitoring program, and only those members on the monitoring program, shall be subject to the following conditions:**
 - a. **The member shall not leave his/her residence or place of confinement unless notification is given to the Department of where the member is going and the telephone number of that location.**
 - b. **During the use of sick leave while on the monitoring program, a member shall be subject to a visit or telephone contact by a Village representative.**

After six (6) months on the sick leave monitoring program, a member's use of sick leave during that period shall be reviewed. The employee shall be taken off the program if he/she has used fewer than six (6) sick leave days (other than for days supported by a doctor's note), and has not violated the conditions of the sick leave monitoring program previously set forth.

- 3. Sick leave may be accumulated to a maximum of 120 days and may be taken as sick leave only.**
- 4. All bargaining unit members hired prior to 6/1/93 who require sick leave which necessitates his being absent for a period of time in excess of his accumulated sick leave shall be granted up to twelve (12) additional days sick leave for each year of service prior to the 6/1/93, not to exceed 120 days, provided such sick leave is supported by a doctor's note.**
- 5. Members of the bargaining unit may, at their sole discretion, give up to six (6) of their accrued sick days to any other member of the unit who has exhausted all his/her accumulated sick leave time due to catastrophic illness or injury.**
- 6. Upon written request, members of the bargaining unit shall be informed in writing of the amount of unused accumulated sick leave.**