

July 27, 2012

A Special meeting of the Town Board of the Town of Harrison, Westchester County, New York was held at the Municipal Building, 1 Heineman Place, Harrison, NY, Westchester County, on Friday, July 27, 2012 at 8:30 AM. Eastern Daylight Savings Time. All members having received due notice of said meeting:

MEMBERS PRESENT:

Ronald Belmont Supervisor

Marlane Amelio)

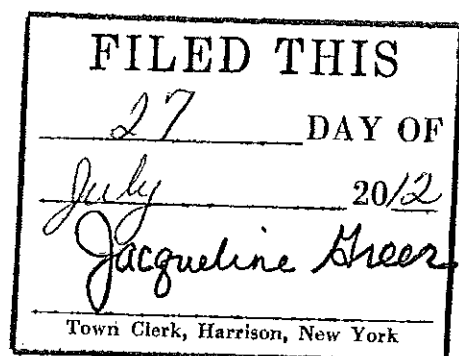
Joseph Cannella) Councilpersons

Stephen Malfitano)

Fred Sciliano)

ALSO ATTENDING:

Anthony Marraccini Chief of Police



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July 27, 2012

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APPROVAL FOR THE SUPERVISOR TO SIGN AND EXECUTE A MEMORANDUM OF
AGREEMENT BETWEEN THE TOWN OF HARRISON
AND THE POLICE ASSOCIATION OF THE TOWN OF HARRISON
ENTERED JULY 27, 2012

On motion of Councilman Cannella, seconded by Councilman Malfitano,

it was

RESOLVED to approve the Supervisor to sign and execute a Memorandum of Agreement between the Town of Harrison and the Police Association of the Town of Harrison entered July 27, 2012

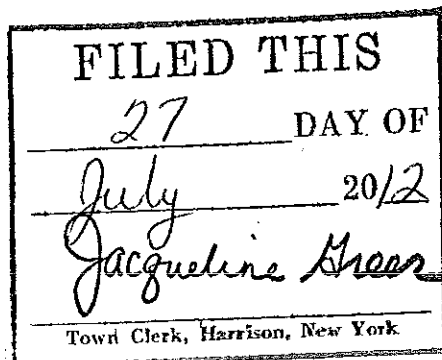
FURTHER RESOLVED to forward a copy of this Resolution to the Law Department and the Police Association of the Town of Harrison.

Adopted by the following vote:

AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano
Supervisor Belmont

NAYS: None

ABSENT: None



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**MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF HARRISON, NEW
YORK AND THE POLICE ASSOCIATION OF THE TOWN OF HARRISON, NEW
YORK, ENTERED THIS 27th DAY OF JULY, 2012**

All terms and conditions of the Collective Bargaining Agreement between the Town of Harrison, New York (the "Town") and the Police Association of the Town of Harrison, New York (the Police Association), which expires on December 31, 2012, shall be continued in full force and effect, except where modified as follows:

1. Wages for members in the Town's employ on or before July 1, 2012:

Wages for current employees who were members of the bargaining unit on or before July 1, 2012 shall be as follows:

- a. Effective January 1, 2013, each step of the salary schedule in effect on December 31, 2012 shall be increased by two and one-quarter percent (2.25%).
- b. Effective January 1, 2014, each step of the salary schedule in effect on December 31, 2013 shall be increased by two and one-half percent (2.5%).
- c. Effective January 1, 2015, each step of the salary schedule in effect on December 31, 2014 shall be increased by two and one-half percent (2.5%).
- d. Effective January 1, 2016, each step of the salary schedule in effect on December 31, 2015 shall be increased by two and three-quarters percent (2.75%).
- e. Effective January 1, 2017, each step of the salary schedule in effect on December 31, 2016 shall be increased by two and three-quarters percent (2.75%).

2. Wages for new employees hired after July 1, 2012:

Effective immediately upon the signing of this Memorandum of Agreement, for all employees hired after July 1, 2012, the starting salary shall be decreased and shall be ten percent (10%) below the starting salary that was in effect on January 1, 2012.

3. Health Benefits for current employees in the Town's employ on or before July 1, 2012:

- a. Employees who were members of the bargaining unit on or before July 1, 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 expires on December 31, 2012, except as expressly changed herein.
- b. For current employees who were members of the bargaining unit on or before July 1, 2012, co-payments for services shall be increased as follows:
 - i. Effective January 1, 2013, co-payments that were \$4.00 as of January 1, 2012 shall be increased to \$8.00 by no later than January 1, 2014. Effective January 1, 2013 co-payments shall be increased by the amount determined by

the plan administrator, not to exceed a total co-payment of \$6.00, and effective January 1, 2014 such co-payments shall be increased by the remaining amount necessary to bring such co-payments to \$8.00.

- ii. Effective January 1, 2013, co-payments that were \$8.00 as of January 1, 2012 shall be increased to \$16.00 by no later than January 1, 2014. Effective January 1, 2013 co-payments shall be increased by the amount determined by the plan administrator, not to exceed a total co-payment of \$12.00, and effective January 1, 2014 such co-payments shall be increased by the remaining amount necessary to bring such co-payments to \$16.00.
- iii. Effective January 1, 2013, co-payments for mail order drugs, for which there was previously no co-payment, shall be increased to \$8.00 by no later than January 1, 2014. Effective January 1, 2013 co-payments for mail order drugs shall be increased by the amount determined by the plan administrator, not to exceed a total co-payment of \$4.00, and effective January 1, 2014 such co-payments shall be increased by the remaining amount necessary to bring such co-payments to \$8.00.
- c. 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.
- d. Effective upon the execution of this Memorandum of Agreement, any and all changes to the employee health benefits applicable only to current employees who were in the Town's employ on or before July 1, 2012 shall not be changed unless such changes are approved by vote of a majority of the current employees who were hired on or before July 1, 2012 who are in the Town's employ at the time of such vote. This requirement includes but is not limited to the requirement that changes to the employee health benefits applicable to current employees in the Town's employ on or before July 1, 2012 be approved by a majority of such employees who are in the Town's employ at the time of such vote.

4. Health Benefits for new employees hired after July 1, 2012:

- a. Effective upon the execution of this Memorandum of Agreement, all employees hired after July 1, 2012 will receive health benefits pursuant to the Plan identified and summarized in Schedule A 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 are substantially similar to that which would otherwise apply.
- b. Effective upon the execution of this Memorandum of Agreement, all employees hired after July 1, 2012 shall be required to pay 25% of the cost of their health benefits. Thus, for all employees hired after July 1, 2012, the employee shall pay twenty-five percent (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 the health benefits contribution that employees hired after July 1, 2012 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 employees hired after July 1, 2012 reaches fifteen years of employment.

5. Mail Order Prescription Drugs:

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.

6. Mandatory Generic Substitution of Prescription Drugs:

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. If a generic equivalent prescription drug exists and the employee is dispensed a brand name drug, 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. Provided, however, that where the employee's medical provider prescribes a brand name prescription drug and a generic equivalent exists, the cost of the brand name drug will be covered by the applicable health plan, subject to any co-payments, only where such brand name drug has been identified as one of the brand name drug specifically excluded from mandatory generic substitution under the summary plan description for the member's plan. If no such list of brand name drugs specifically excluded from mandatory generic substitution exists in the summary plan description for the employee's plan, the parties agree to use the list of drugs excluded from mandatory generic substitution contained in the Empire Plan Prescription Drug Program established and from time to time amended by the New York State Civil Service Commission.

7. 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. Duration:

This Memorandum of Agreement shall cover the period commencing upon the execution hereof and ending on December 31, 2017.

9. All proposals not specifically addressed by this Memorandum of Agreement are withdrawn.
10. This Memorandum of Agreement is subject to ratification by the Harrison Town Board and the membership of the Police Association.

For the Town:

Ronald Behr

[Signature]

For the Police Association:

[Signature]

Vice President Edward [Signature]

July 27, 2012

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CONDITIONAL APPOINTMENT OF ANTHONY CONTE AS POLICE OFFICER FOR THE
HARRISON POLICE DEPARTMENT, GRADE 5

On motion of Councilman Sciliano, seconded by Councilman Cannella,

it was

RESOLVED to make a conditional appointment of Anthony Conte of 6 Cypress Point Drive, Purchase, to the Harrison Police Department, contingent upon the passing of a medical, drug screening, psychological and polygraph examination required by the Police Department, effective July 27, 2012, Grade 5, at an annual salary of \$49,384.

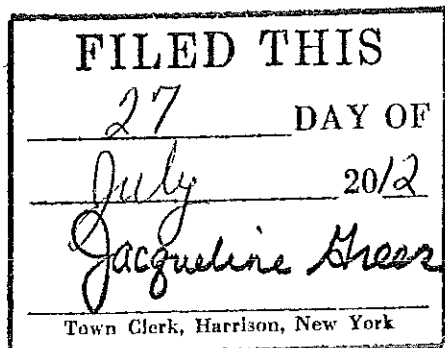
FURTHER RESOLVED to forward a copy of this Resolution to the Comptroller, the Personnel Manager and the Chief of Police.

Adopted by the following vote:

AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano
Supervisor Belmont

NAYS: None

ABSENT: None



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July 27, 2012

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CONDITIONAL APPOINTMENT OF RONALD OLIVIER AS POLICE OFFICER FOR THE
HARRISON POLICE DEPARTMENT, GRADE 5

On motion of Councilman Sciliano, seconded by Councilman Cannella,

it was

RESOLVED to make a conditional appointment of Ronald Olivier, 129 Columbus Avenue, West Harrison, to the Harrison Police Department, contingent upon the passing of a medical, drug screening, psychological and polygraph examination required by the Police Department, effective July 27, 2012, Grade 5, at an annual salary of \$49,384.

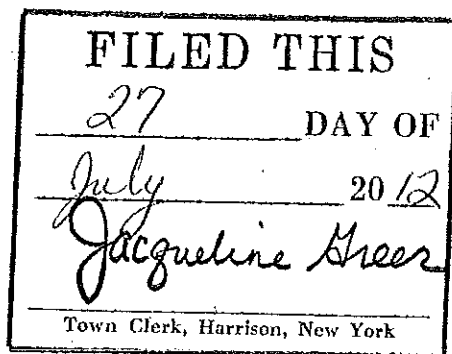
FURTHER RESOLVED to forward a copy of this Resolution to the Comptroller, the Personnel Manager and the Chief of Police.

Adopted by the following vote:

AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano
Supervisor Belmont

NAYS: None

ABSENT: None



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July 27, 2012

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CONDITIONAL APPOINTMENT OF PATRICK VARBERO AS POLICE OFFICER FOR
THE HARRISON POLICE DEPARTMENT, GRADE 5

On motion of Councilman Sciliano, seconded by Councilman Cannella,

it was

RESOLVED to make a conditional appointment of Patrick Varbero of 6 73 Sherman Avenue, West Harrison, to the Harrison Police Department, contingent upon the passing of a medical, drug screening, psychological and polygraph examination required by the Police Department, effective July 27, 2012, Grade 5, at an annual salary of \$49,384.

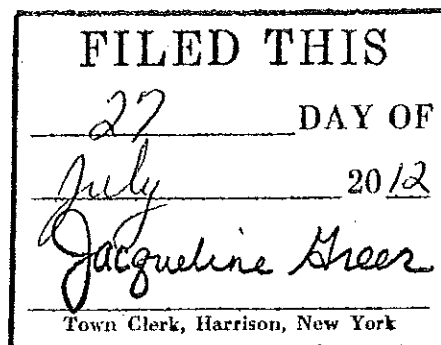
FURTHER RESOLVED to forward a copy of this Resolution to the Comptroller, the Personnel Manager and the Chief of Police.

Adopted by the following vote:

AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano
Supervisor Belmont

NAYS: None

ABSENT: None



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July 27, 2012

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CONDITIONAL APPOINTMENT OF AUGUSTO CORVINO AS POLICE OFFICER FOR
THE HARRISON POLICE DEPARTMENT, GRADE 5

On motion of Councilman Sciliano, seconded by Councilman Cannella,

it was

RESOLVED to make a conditional appointment of Augusto Corvino of 59 White Street, Harrison, to the Harrison Police Department, contingent upon the passing of a medical, drug screening, psychological and polygraph examination required by the Police Department, effective July 27, 2012, Grade 5, at an annual salary of \$49,384.

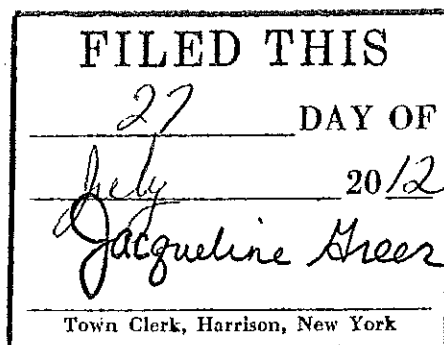
FURTHER RESOLVED to forward a copy of this Resolution to the Comptroller, the Personnel Manager and the Chief of Police.

Adopted by the following vote:

AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano
Supervisor Belmont

NAYS: None

ABSENT: None



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July 27, 2012

2012 - - 254

CONDITIONAL APPOINTMENT OF JOHN CAMPO AS POLICE OFFICER FOR THE
HARRISON POLICE DEPARTMENT, GRADE 5

On motion of Councilman Sciliano, seconded by Councilman Cannella,

it was

RESOLVED to make a conditional appointment of John Campo, of 162 E. Lincoln Avenue, West Harrison, to the Harrison Police Department, contingent upon the passing of a medical, drug screening, psychological and polygraph examination required by the Police Department, effective July 27, 2012, Grade 5, at an annual salary of \$49,384.

FURTHER RESOLVED to forward a copy of this Resolution to the Comptroller, the Personnel Manager and the Chief of Police.

Adopted by the following vote:

AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano
Supervisor Belmont

NAYS: None

ABSENT: None

There being no further matters to come before the Board,
the Meeting was, on motion duly made and seconded,
with all members voting in favor, declared closed at 8:55 AM.

Respectfully submitted,

Jacqueline Greer
Town Clerk

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