

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTH HUDSON REGIONAL FIRE & RESCUE ("REGIONAL")
AND
THE NORTH HUDSON FIRE OFFICERS ASSOCIATION ("FOA")**

The following is the Memorandum of Agreement ("MOA") entered between the Regional and FOA on this May ____, 2013. The parties agree to the following terms and conditions which shall extend and modify the Memorandum of Agreement which covers the period of July 1, 2013 through June 30, 2016.

- I. **DURATION:** July 1, 2013 through June 30, 2016;
- II. **COMPENSATION**
 - a. **Salary:**
 - i. Effective July 1, 2013 - 1.625% applied to base salary;
 - ii. Effective July 1, 2014 - 1.625% applied to base salary;
 - iii. Effective July 1, 2015 - 1.625% applied to base salary
 - b. **Terminal Leave:**
 - i. Terminal leave is capped as of December 31, 2011 for all members of the FOA unless otherwise set forth herein.
 - ii. Any member, who currently has the number of terminal leave hours valued at over fifteen Thousand Dollars (\$15,000.00), shall have the number of terminal leave hours frozen and fixed as of December 31, 2011. The value of the frozen and fixed terminal leave hours shall also be calculated and fixed to a dollar amount as of December 31, 2011. The dollar amount shall remain the same and shall be paid out upon retirement as set forth herein.
 - iii. FOA members promoted, who are still within the existing promotional waiver steps, before the execution date of this Agreement under the terms of the Terminal Leave MOA shall have

their terminal leave benefits calculated on December 31, 2011 at Step 1 of the salary guide, which consists of three equal parts of that officer's rank in their step guide, each being 1/3 of the total salary increase for the promotion payable upon 3 steps as follows:

1) Upon promotion= 1/3; 2) Year 2= 1/3; and 3) Year 3= 1/3.

iv. FOA members promoted to Fire Officer-1 (Captain) after the effective date of this Agreement shall have their terminal leave benefits calculated at step one of the new promotional step guide, which consists of three equal parts of that officer's rank in their step guide, each being 1/3 of the total salary increase for the promotion payable upon 3 steps as follows: 1) Upon promotion= 1/3; 2) Year 2= 1/3; and 3) Year 3= 1/3.

v. All individuals promoted to Fire Officer-1 (Captain) after the effective date of this agreement who were hired before the Regional was formed shall have their terminal leave benefits calculated as follows:

1. The number of hours of terminal leave shall be based upon the amount of hours banked as of the date of their promotion;
2. The dollar value of the aforementioned terminal leave shall be based upon the 2011 rate of a Fire Officer-1 (Captain) at the first step of the new promotional step guide, which shall be for individuals with less than three (3) years to max

under the Firefighter salary guide (as described below as 1/3 of the increase in year 1, 1/3 of increase in year 2 and final 1/3 of increase in year 3.)

- vi. Any member who has yet to reach the cap referenced above shall continue to accrue terminal leave benefits, up to a value of fifteen Thousand Dollars (\$15,000.00).
- vii. Payment for any accrued sick time upon retirement shall be capped in accordance with the terms of this New Memorandum of Agreement.
- viii. Payment for any unused vacation time shall be capped by the terms of this New Memorandum of Agreement.
- ix. The following is a description of the new promotional step guide:
 1. The Union represents three ranks of officer:
 - a. Fire Officer-1 (Capt.)
 - b. Fire Officer-2 (Battalion Chief)
 - c. Fire Officer-3 (Deputy Chief).
 2. The new promotional step guide shall apply to any Fire Officers or Firefighters promoted to Fire Officer-1 (Captain) after the effective date of this Agreement and will be applied as follows:
 - a. Fire Officers currently at the Rank of Fire Officers-2 (Battalion Chief) and Fire Officers-3 (Deputy Chief):

- i. The promotional salary shall be spread out over three (3) years from the date of the promotion, broken up in equal amounts of 1/3 of the increase on the promotion date, then 1/3 on second year anniversary date and the final 1/3 to be applied on the third anniversary date of the promotion.
- b. Firefighters promoted to Fire Officer-1 (Captain) with less than three (3) years to max step (i.e., Firefighters in the 7th, 8th or 9th steps):
 - i. The promotional salary shall be spread out over three (3) years from the date of the promotion, broken up in equal amounts of 1/3 of the increase on the promotion date, then 1/3 on second year anniversary date and the final 1/3 to be applied on the third anniversary date of the promotion.
- c. Firefighters promoted to Fire Officer-1 (Captain) with more than three (3) or four (4) years to max step (i.e., Firefighters in the 5th or 6th step):
 - i. The promotional salary shall be spread out over four (4) years from the date of the promotion, broken up in equal amounts of

... on the date of the promotion date,
then 1/4 on second year anniversary date,
then another 1/4 to be applied on the third
anniversary date and the final 1/4 on the
fourth anniversary of the promotion.

d. Those Firefighters promoted to Fire Officer-1
(Captain) with five years to max or more (i.e.,
Firefighters in the fifth (5th) step or lower) would be
in a 5-step plan as follows:

1. The promotional salary shall be spread out
over five (5) years from the date of the
promotion, broken up in equal amounts of
1/5 of the increase on the promotion date,
then 1/5 on second year anniversary date,
then another 1/5 to be applied on the third
anniversary date, then 1/5 on the fourth
anniversary date and the final 1/5 on the
fifth anniversary of the promotion.

3. Any salary increases, as referenced in the preceding
sentence, shall not change the terminal leave caps as set
forth in this New Memorandum of Agreement.

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4. This New Memorandum of Agreement modifies the salary steps set forth in the existing collective bargaining agreement.

This MOA is subject to the approval and ratification of the Board of Commissioners of the Regional and is non-binding until fully ratified. The above provisions shall modify the existing Collective Bargaining Agreement between the parties. Any other terms and conditions contained in the parties' Collective Bargaining Agreement if not impacted by the above proposal shall remain in force and in full consideration of the above MOA.

SIGNATURE PAGE

NORTH HUDSON REGIONAL FIRE & RESCUE

By: _____ Date: _____

NORTH HUDSON FIRE OFFICERS ASSOCIATION

By: _____ Date: _____

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