

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

The following is a Memorandum of Agreement ("MOA") entered between the Regional and FOA on this date _____ of January 2013. The parties agree to the following terms and conditions which shall modify the recently expired Collective Bargaining Agreement which was effective July 1, 2004 through June 30, 2010.

I. DURATION: July 1, 2010 through June 30, 2013;

II. COMPENSATION

a. Salary

- i. Effective July 1, 2010, across the board wage increases of 1.625%
- ii. Effective July 1, 2011, across the board wage increases of 1.625%
- iii. Effective July 1, 2012, across the board wage increases of 1.625%

b. The across the board wage increases beginning July 1, 2010 and July 1, 2011 shall be incorporated into base pay no later than the second pay period of February 2013;

c. The across the board wage increases effective July 1, 2012 shall be incorporated into base pay no later than the second pay period of March 2013;

d. Retroactive pay shall be calculated using the effective date of the raises and the incorporation of the raises into base pay and as agreed to by the parties. The FOA is waiving 31% of the full retroactive pay. The balance shall be paid as follows:


50% no later than the second pay period of March 2013 and the balance of 50% no later than the 2nd pay period of January 2014.

Time is of the essence as to all payments.

III. VACATION

- a. The parties agree that the maximum number of Fire Officers who shall be off on any given time for vacation shall not exceed four (4) officers.
- b. The parties agree that the four (4) officers permitted off from vacation should consist of one (1) chief and three (3) officers. A second chief shall be permitted off with permission of the employer. *If no chief officer is off 4 Captains are entitled to the 4 slots.*



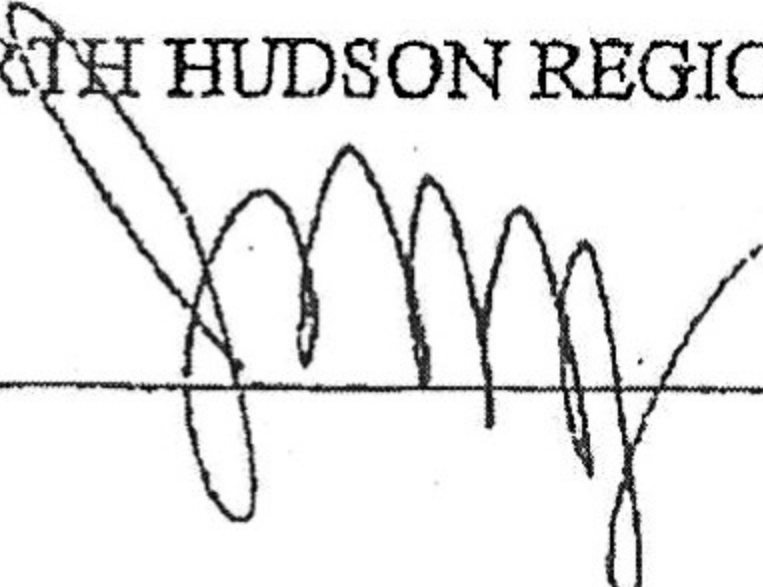
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- IV. **RETIREE HEALTH BENEFITS** Amend to After July 1st
- a. Effective June 30, 2013 all current Fire Officers (including dependents) who retire after the aforementioned date shall receive the same level of health benefits as active employees and those benefits are subject to change as the benefits of active employees change.

V. **HEALTH BENEFITS**

- a. The Regional shall establish an annual reimbursement fund of (\$20,000 per year) which shall begin in the first annual period from January 1, 2013 to December 31, 2013 and funded for four other annual periods. Any funds not used during any period shall be carried over to successive annual periods. This reimbursement fund shall apply only to prescription co-payments for retirees who can demonstrate to the Regional a financial loss due to the Regional's change in coverage in May of 2012. The Regional will administer the process at its expense through a third party administrator, and retains the right to deny any claims of reimbursement provided that the Regional has good cause. It is accordingly the Regional's obligation to be in charge of the funds and its appropriate use as aforesaid.

This MOA is subject to the approval and ratification of the Board of Commissioners of the Regional 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 is not impacted by the above proposal shall remain in force and in full consideration of the above MOA. A comprehensive new contract incorporating appropriate changes shall be drafted by the FOA for submission and renewal and approval by the Regional; however, the implementation of the MOA shall be in accordance strictly with its terms and not delayed pending the drafting and agreement as to the terms of the comprehensive new agreement.

NORTH HUDSON REGIONAL FIRE & RESCUE

By: 

Date: 1/14/13

NORTH HUDSON FIRE OFFICERS ASSOCIATION

By: 

Date: 1/14/13