

AGREEMENT

BETWEEN

NORTH HUDSON REGIONAL COMMUNICATIONS CENTER

and

**HUDSON COUNTY FIRE DISPATCHERS UNION, IAFF
LOCAL NO. 3975**

JULY 1, 2001 through JUNE 30, 2004

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I ASSOCIATION RECOGNITION	2
ARTICLE II MANAGEMENT RIGHTS	3
ARTICLE III ASSOCIATION REPRESENTATIVES	4
ARTICLE IV DUES CHECKOFF & AGENCY SHOP	4
ARTICLE V SALARIES	6
ARTICLE VI LONGEVITY	7
ARTICLE VII VACATIONS	8
ARTICLE VIII COMP TIME	10
ARTICLE IX BANKING OF VACATION & COMP TIME	11
ARTICLE X HOLIDAYS	11
ARTICLE XI ACTING SUPERVISOR'S PAY	12
ARTICLE XII WORK WEEK AND OVERTIME	13
ARTICLE XIII PROBATION, PROMOTION & ACTING PAY	14

ARTICLE XIV	
EXCHANGE OF TOURS OF DUTY	14
ARTICLE XV	
SICK LEAVE	15
ARTICLE XVI	
PHYSICAL EXAMINATIONS	16
ARTICLE XVII	
MEDICAL INSURANCE AND LIFE INSURANCE	17
ARTICLE XVIII	
UNIFORMS	18
ARTICLE XIX	
BEREAVEMENT LEAVE	18
ARTICLE XX	
EMERGENCY LEAVE	19
ARTICLE XXI	
MAINTENANCE OF STANDARDS.....	20
ARTICLE XXII	
GRIEVANCE PROCEDURE	20
ARTICLE XXIII	
NO-STRIKE PLEDGE	22
ARTICLE XXIV	
FULLY-BARGAINED AGREEMENT	23
ARTICLE XXV	
NO WAIVER	24
ARTICLE XXVI	
SEPARABILITY AND SAVINGS	24
ARTICLE XXVII	
DURATION.....	25

PREAMBLE

THIS AGREEMENT is entered this day of , 2004 by and between the North Hudson Regional Communication Center, a joint organization of the State of New Jersey, hereinafter referred to as the "Employer", and the Hudson County Fire Dispatchers Union IAFF Local No. 3975, hereinafter referred to as the "Dispatchers" or "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that the continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

ASSOCIATION RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive representative and bargaining agent for the bargaining unit, consisting of all fire dispatchers employed with the North Hudson Regional Communication Center.

B. The term "Employee" as used herein shall be defined to include the plural as well as the singular and to include males and females.

C. There is in existence a set of General Rules and Regulations for the operation of the North Hudson Regional Communications Center, as well as a General Order Book as prepared by the Director. The General Order Book and those rules and regulations shall continue in force, except as expressly modified by the terms of this Agreement.

D. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of the State or Federal Laws.

E. The Employer and the Dispatchers hereby agree that the Association has the right to negotiate as to the rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances, and all other related matters not excluded by law.

F. This contract shall apply to all permanent employees working in the classifications listed below:

Dispatcher

Supervisor

ARTICLE II

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities and conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Center and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Center.

2. To make rules of procedure and conduct, subject to N.J.S.A. 34:13A et seq., to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the Center.

4. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

5. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, and the use of judgment and discretion in connection therewith,

shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Center of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any national or State laws.

ARTICLE III

ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

B. The Association shall furnish the Employer, in writing, the names of the representatives and the alternates and notify the Employer of any changes.

ARTICLE IV

DUES CHECKOFF & AGENCY SHOP

A. Upon presentation to the Employer of a dues checkoff card signed by the individual employee, the Employer will deduct from such employee's salaries the amount set forth in said dues checkoff authorization card including assessments.

B. Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the Association representative entitled to receive same.

C. Any permanent employees in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

D. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE V SALARIES

The Base Salary listed below is a combination of annual salary along with compensation for the 42HR-work week. For pension purposes the salary list in Article V with the longevity provided in Article V1 of this agreement will be added together for total personable salary.

- A. During the term, the following salary guide will be in effect for all Dispatchers and Supervisors hired prior to 1/1/02. Upon completion of each year of service, employees become entitled to each successive step.

Dispatchers	7/1/01	7/1/02	7/1/03
1 st Step	\$26,877	\$27,818	\$28,791
2 nd Step	\$28,762	\$29,768	\$30,811
3 rd Step	\$30,774	\$31,851	\$32,966
Supervisors	\$40,704	\$42,129	\$43,604

- A. Employees hired after 1/1/03 shall use the following salary guide, upon completion of each year of service, employees become entitled to each successive step.

Dispatchers	7/1/01	7/1/02	7/1/03
1 st Step	\$20,000	\$21,000	\$22,000
2 nd Step	\$22,155	\$23,170	\$24,193
3 rd Step	\$24,309	\$25,340	\$26,386
4 th Step	\$26,463	\$27,510	\$28,579
5 th Step	\$28,617	\$29,680	\$30,772
6 th Step	\$30,774	\$31,851	\$32,966

- C. To compute the base hourly rate of an employee for overtime or other purpose, the Employee's yearly base salary and his/her annual payment shall be added together and then divided by 1950 hours.

ARTICLE VI

LONGEVITY

A. All employees covered by this Agreement shall be entitled to and paid longevity in addition to a base salary, to be computed as follows:

	<u>Increase of</u>
3 years of service completed	3% over base salary
6 years of service completed	5% over base salary
9 years of service completed	7% over base salary
12 years of service completed	9% over base salary
15 years of service completed	11% over base salary
18 years of service completed	13% over base salary

The longevity payments set forth in this section are not cumulative.

B. Longevity will be computed and added to the base salary, on the anniversary (starting date) date of employment of each employee and said adjustment of salary shall be made in the next pay period following the said anniversary date. It will be paid as part of the employee's salary.

C. Employees hired after 7/1/01 shall enjoy the following longevity schedule.

3 years of service completed	2%
7 years of service completed	3%
11 years of service completed	4%
15 years of service completed	5%
19 years of service completed	6%
21 years of service completed	8%

ARTICLE VII

VACATIONS

A. The vacation schedule shall be as follows:

During 1 st year	One working tour for every two months worked in the first calendar year of employment.
Commencing 2 nd calendar year (Jan. 1)	Eight working tours per annum
Commencing 3 rd calendar year (Jan. 1)	Twelve working tours per annum
Commencing 4 th year & thereafter (Jan. 1)	16 working tours per annum

The vacation leave tours specified herein must consist of at least one-day tour and one night tour.

B. Vacation Scheduling: No more than one (1) Employee shall be allowed off for the purpose of vacation from the same Group.

C. All vacations will be taken between January 1st and December 31st.

D. The Director must approve all vacations.

E. Vacation schedules will be kept up to date and posted by the NHRCC office.

F. No vacations will be permitted on the following Holidays.

Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Easter Sunday

ARTICLE VII

VACATIONS

Employees hired after 7/1/01 shall enjoy the following vacation schedule.

During the 1 st year	1 tour each 2 months, prorated
Start of 2 nd year	8 tours
Start of 4 th year	10 tours
Start of 6 th year	12 tours
Start of 8 th year	16 tours

ARTICLE VIII

COMP TIME

A. Personal Compensation Time: Effective January 1, 2000, all Dispatchers and Supervisors shall be awarded twenty-four (24) hours of Comp Time with full salary and benefits. All Dispatchers and Supervisors shall have their Comp Time renewed every January 1st.

B. Comp Time shall not be taken in increments of less than four (4) hours each, and shall not create overtime without the express permission of the Employer. To accommodate the use of Comp Time, minimum staffing requirements may be reduced from three (3) to two (2) Dispatchers and/or Supervisors.

ARTICLE IX

BANKING OF VACATION & COMP TIME

A. Dispatchers and Supervisors, at their sole discretion, may either bank or cash in on vacation or Comp Time, totaling no more than twenty-four (24) hours in a year. Dispatchers and Supervisors shall make this election each year. However, once a decision is made to bank the vacation or Comp Time for the year, the banked time for that year shall be held by the employer until the Dispatcher or Supervisor leaves the employ of the Employer. At this time, any remaining unused time shall be paid to the employee at the rate of salary under which it was earned.

ARTICLE X

HOLIDAYS

A. All employees covered by this Agreement shall be entitled to and will continue to receive holiday pay per year as previously paid by the Employer, which is 110 hours of pay at the straight time rate prorated.

B. The payment for Holiday pay shall be made during the last pay period of November or the first pay period of December in each calendar year, and shall be in a separate check.

ARTICLE XI

ACTING SUPERVISOR'S PAY

A. In order to be eligible to serve as an Acting Supervisor, a Dispatcher shall have completed three (3) years of service as a qualified Dispatcher. Such assignments shall be rotated between all eligible employees, in all groups, on an equal basis.

B. In the event of a Supervisor's absence, the Acting Supervisor shall be compensated above and beyond their regular hourly rate of pay an additional \$2.50 for each hour worked subject to the following exceptions:

1. Mutually agreed upon shift exchanges by Dispatchers and Supervisors that are not directed by the Employer shall not be entitled to premium pay.

2. When a Supervisor from one group is directed to replace a Supervisor from another group, the Supervisor will not be entitled to premium pay.

C. The maximum Acting Supervisor's pay in the bargaining unit shall not exceed \$3,000.00 per year.

D. Acting Supervisor pay shall be effective upon execution of this Agreement and retroactive only for such time worked, subject to the above conditions to January 1, 2000.

ARTICLE XII

WORK WEEK AND OVERTIME

A. The average workweek for Dispatchers and Supervisors will be forty-two (42) hours. The workday shall consist of two (2) ten (10) hour day shifts followed by forty-eight (48) hours off and then two (2) fourteen (14) hour evening shifts followed by seventy-two (72) hours off. It takes eight (8) weeks to complete a cycle. The change of shift shall commence at 8:00 a.m. and 6:00 p.m. respectively.

B. Work in excess of an employee's basic work week shall be considered as overtime and paid at the rate of time and one-half. Overtime shall be paid to the employees on a semi-monthly basis, and shall be due and payable on the first semi-monthly pay date after the working of said overtime.

C. Any said overtime pay due shall be paid by a separate check, as required herein.

D. Each compensated hour beyond the normal working tour shall be paid at the time and one-half rate.

E. The employees hourly rate of pay, for overtime purposes, shall equal their position's annual base salary, plus any longevity accrued, divided by 1950 hours.

ARTICLE XIII

PROBATION, PROMOTION & ACTING PAY

- A. All newly hired employees will serve a probationary period of one (1) year.
- B. Probationary period for promotions shall be thirty (30) tours from the date of promotion. Upon successful completion of the probationary period, the employee shall receive the supervisor's pay for the probationary period.

ARTICLE XIV

EXCHANGE OF TOURS OF DUTY

A. The Director may grant the request of any two (2) members of this bargaining unit to exchange tours of duty or days off. Such request shall be submitted in writing by both members forty-eight (48) hours in advance, to be signed and given to the Director, except in case of emergency wherein the wait procedure may be reduced.

1. Under no circumstances will employees be permitted to exchange tours of duty if such change would entitle either employee to receive overtime unless specifically approved by the Director.

B. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability, if any, that shall rise out of or by reason of any action taken or permitted by the Employer.

ARTICLE XV

SICK LEAVE

A. During protracted periods of illness or disability of an employee, the Director may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and / or a designated physician.

B. Any employee with a perfect attendance record (January 1st to June 30th) shall receive a Two Hundred (\$200) Dollar bonus. Payable (Aug. 1st). Also, any employee with a perfect attendance record (July 1st to Dec. 31st) shall receive a Two Hundred (\$200) Dollar bonus. Payable (Feb. 1st). Nothing contained in the paragraph shall be construed to permit prorata payment of such bonus for partial year perfect attendance.

C. Sick time per annum shall be as follows:

During 1 st year	1 tour every two months of service through the end of the 1 st calendar year
Commencing 2 nd year (January 1) & thereafter	8 tours per annum

D. All sick leave not used is payable at the end of the year at each individual's straight time hourly rate (not cumulative). One tour equals 10 hours.

ARTICLE XV

SICK LEAVE

- E. Employees may bank their unused sick days. Unused sick days shall be paid at the rate of salary in the year it was earned. Once a decision is made to bank unused sick time for that year, the banked time shall be held by the employer until the employee leaves the employ of the employer or retires. At this time, any unused sick days shall be paid to the employee at the rate of salary under which it was earned.

During protracted periods of illness or disability of an employee, the employee may utilize his/her banked sick time.

ARTICLE XVI

PHYSICAL EXAMINATIONS

A. The Employer may require any employee to submit to a physical, neurological, psychiatric, or other examination to be performed by a physician selected by the Employer and at the Employer's expense.

B. The employee, nevertheless, reserves unto himself, the right to be examined by a physician or physicians of his own choice at his own expense, in addition to any physical examination required by the Employer.

ARTICLE XVII

MEDICAL INSURANCE AND LIFE INSURANCE

A. Dental: The Employer agrees to provide, at its sole expense, dental coverage through Blue Cross/Blue Shield or a carrier in which benefits shall be equal or better, for all Dispatchers and Supervisors who are employees under this Agreement and their eligible dependents.

B. Medical: The Employer agrees to provide, health benefit coverage through Blue Cross Select or a carrier in which benefits shall be equal or better for all Dispatchers and Supervisors who are employees under this Agreement and their eligible dependents. The benefit coverage through Blue Cross Select is as follows:

1. For employees/dependents using In-Network care, each individual will pay \$10.00 per visit to the physician.
2. For employees/dependents who use Out-of-Network care, the family will be subject to a Two Hundred Fifty (\$250) Dollars deductible per individual or single person only; the family deductible is \$500; with a maximum deductible of \$500 per family. Thereafter, the amount is subject to 80%/20% co-payment up to a capitation amount of \$10,000 per individual; and \$20,000 per family, thereafter coverage shall be at 100%.

C. Prescription: The Employer agrees to provide, at its sole expense, prescription coverage for all Dispatchers and Supervisors who are employees covered by this Agreement, and their eligible dependents, subject to a \$5 co-payment for generic drugs and a \$10 co-payment for brand-name drugs. The Employer agrees to reimburse all employees and their eligible dependents for the cost associated with this co-payment upon the production of a receipt. Any

employee hired after July 1st, 1995 shall not be eligible for reimbursement of the prescription copayment

- D. **LIFE INSURANCE**: The Employer agrees to provide, at its sole expense, Life Insurance coverage for all Dispatchers and Supervisors employed after thirty (30) Days and who are employees under this Agreement in the amount of \$20,000 through Dearborn Life Insurance Company of America or a carrier in which benefits shall be equal or better.
- E. The existing medical benefits will continue as provided in this article until such time as the NORTH HUDSON REGIONAL FIRE AND RESCUE begins to provide coverage for it's entire membership, under the same plan. At that time or as soon as possible, there after, employees covered under this agreement will be provided with the same benefits as established for NORTH HUDSON REGIONAL FIRE AND RESCUE. These benefits will include MEDICAL, DENTAL PRESCRIPTION and EYEGLASS BENEFITS.

RETIREE COVERAGE

- F. Employees with at least 25 years of credited service in PERS will receive EMPLOYER-PAID HEALTH INSURANCE, PRESCRIPTION DRUG COVERAGE, DENTAL AND PRESCRIPTION EYEGLASS COVERAGE In effect at the time of their retirement. Dependent coverage as outlined in STATE HEALTH BENEFITS.
- G. The Employer may change insurance plans and or carriers of self insure upon sixty (60) days prior notice to the Union so long as the NEW PLAN provides equal or better benefits than the plan or program in existence at the expiration of this Agreement.

ARTICLE XVIII

UNIFORMS

All Dispatchers and Supervisors shall receive Two Hundred Fifty Dollars (\$250.00) towards the maintenance and replacement of all uniforms associated with employment. Said payment shall be made on the first pay period in July 2004

ARTICLE XIX

BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted leave with pay in the event of death in the immediate family of such employee.
- B. Immediate family is defined as: spouse, children, stepchildren, stepparents, foster children, father, mother, father-in-law, mother-in-law, brother, sister, grandparents of the employee.

C. In any event, each employee shall receive leave with pay from the day of death up to and including the day after the funeral not to exceed four (4) working tours for any of the aforementioned persons set forth in paragraph B.

D. In addition, each employee is entitled to the working tour off to attend the funeral of a close relative. Close relatives shall consist of employees Aunts and Uncles, brother-in-law, sister-in-law, nieces and nephews of the employee, grandparents of spouse.

E. Reasonable verification of the event may be required by the Director.

F. Such bereavement leave is not in addition to any regular day off falling within the time of the bereavement.

ARTICLE XX

EMERGENCY LEAVE

A. Employees shall be granted special leave of absence with pay for one (1) day for serious illness of any member in the employee's immediate family (as defined in Article XIX, Section B).

B. In the event of child birth, an employee shall be entitled to use emergency leave on the day of the birth.

C. An additional day off shall be granted upon the marriage of the employee.

ARTICLE XXI

MAINTENANCE OF STANDARDS

- A. The Employer agrees that all terms and conditions of employment including General Orders, Rules and Regulation not covered by this Agreement shall remain in full force and effect at their highest standards until changed by negotiation with the Union.
- B. The Employer shall not enter into any Agreement with any employee, or group of employees, which in any way conflicts with the terms of this Agreement.
- C. The Employer agrees to provide employees with a reasonable and safe place for their work efforts and further agrees to keep all equipment in safe and good operating conditions so as to insure the safety of employees.

ARTICLE XXII

GRIEVANCE PROCEDURE

- A. The purpose of the grievance procedure shall be to settle all grievances between Dispatchers, between the Dispatchers and Supervisors, and between employees and Management, as quickly as possible, so as to insure efficiency and promote morale.
- B. A grievance is defined as any disagreement between the Dispatcher, between the Dispatcher and Supervisors, between employees and management, or between the Union and the Employer, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, and safety.

All grievances shall be set forth in writing. In the first instance, the Union shall attempt to settle informally all grievances within the chain of command.

C. If the grievance is not settled informally, then the Union shall have the right to submit such grievances to the Director or such persons as he shall designate, in writing, with notice to the Union of such designation. The grievance shall be decided within seven (7) calendar days after submissions.

If they do not agree with the Director's decision, the person has seven (7) days to submit in writing, such grievance to the Employer. Failure to submit within this time period is a waiver of said grievance.

D. If the grievance shall not be settled informally, or by the procedure set forth in Section 3 above, the aggrieved shall have the right to submit such grievance to the Grievance Committee (Members of Board of Directors). The grievance shall be decided within fourteen (14) calendar days after submission.

E. The Union President, or his authorized representative, may report an impending grievance to the Director or his designee, in an effort to forestall its occurrence.

F. Any grievance must be presented within fifteen (15) calendar days after the event or events upon which the claim is based or else such grievance shall be deemed waived.

G. If either party fails to agree with the findings of the Grievance Committee (Members of Board of Directors), the Rules and Regulations of the Public Employment Relations Commission shall be utilized for non-binding Grievance Arbitration. Section 7 must be instituted within fifteen (15) days following the decision of the Grievance Committee (Section 4).

H. Should the NHRCC fail to abide by the decision of the Arbitrator as a result of utilizing the non-binding Grievance Arbitration procedure under Section 7, then all future grievance arbitration provided for under Section 7 shall become “binding” instead of “non-binding”.

ARTICLE XXIII

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, or support, nor will any of its member take part in any strike, work stoppage, slowdown, walkout or other illegal job action against the Employer.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be subject to disciplinary action, subject however to the application of the Grievance Procedure contained in Article XXII.

C. The Association will actively discourage any strike, work stoppage, slowdown, walkout or other job action against the Employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXIV

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or an application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any Court, administrative body or other tribunal of competent jurisdiction, such provision and application shall be unenforceable. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

B. In the event any such provision is declared invalid pursuant to Section A above, and said provision has an economic impact as defined by PERC upon members of the bargaining unit, the parties shall meet and renegotiate the impact of said provision.

ARTICLE XXVII

DURATION

A. This Agreement shall be in full force and effect as of July 1, 2001 and shall remain in effect up to and including June 30, 2004 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

WHEREFORE, this Agreement is hereby ratified and accepted this 28 day of April, 2004

WITNESS:

NORTH HUDSON REGIONAL COMMUNICATION CENTER

[Signature]
Rover Jones

[Signature]
Deborah [unclear]