

Memorandum of Agreement 3/31/08
Between
North Hudson Regional Fire and Rescue
And the
The North Hudson Fire Officers Association
Effective dates July 1, 2004 to June 30 2010

The following wages increases shall be applied across the board on the indicated dates:

Effective 7/1/2004	4% ✓
Effective 7/1/2005	4% ✓
Effective 7/1/2006	4% ✓
Effective 7/1/2007	4% ✓
Effective 7/1/2008	4% ✓
Effective 7/1/2009	4% ✓

Retroactive monies will be paid as outlined in the following schedule:

- 1/4 July 2008 ✓
- 1/4 January 2009 ✓
- 1/4 July 2009 ✓
- 1/4 January 2010 ✓

The 1st retroactive payment of July 2008 shall be further split, as to provide each deserving member of the association a payment of \$5,000 the first pay after signing of this agreement, with the balance of the 1/4 due the first pay of July 2008.

The Association vacation guide shall be increased by adding 2 annual vacation days to each officer level starting the year 2007. The total annual vacation day allotment for each member will increase by 2, while the 2 days awarded for 2007 shall be provided retroactively to each member, may not be banked for terminal leave, and are to be utilized in calendar year 2008, and utilized in a manner as to not cause overtime. ✓

In recognition of the added vacation days the association agrees to modify the maximum number of members allowed to be off on a given day. This number shall be reduced from 6 to 5 off per day. This provision shall apply to all days, with the exception of the following: holiday and those days which fall in the summer period (June 20th through September 7th). Holidays shall include: Easter, Memorial Day, Thanksgiving day, Christmas Eve, Christmas, New Years eve, New Years day. Requests for more than 5 officers off on a restricted day shall be at the discretion of the executive director. ✓

During said summer period, all fire officers shall be entitled to choose a minimum of 4 vacation days, to be chosen in the existing manner. A 5th and 6th day may be allowable, if a buffer of more than 3 days in conjunction with the firefighters. ✓

JTD
WJ
The association agrees that all terminal leave payouts shall be paid in 2 payments to span 2 calendar years, regardless of the time between the payments. ✓

Effective January 1st 2008 a fire officer who has taken no sick leave during the following periods will be compensated as set forth below. Payments will be made within 45 days after the period ends.

Jan.1-May 15 th	\$200
May 16 th - September 15 th	\$400
September 16th- December31	\$200

All fire officers who are not receiving a higher educational incentive from a previous contractual agreement shall receive \$1,000 per year for an AA degree at an accredited institution or \$1,500 for an AA degree in fire science or fire science technology, at an accredited institution.

All fire officers who are not receiving a higher educational incentive from a previous contractual agreement shall receive \$2,000 per year for a BA degree at an accredited institution, or \$2,500 for a BA Degree in fire science or fire science technology, at an accredited institution.

All future fire officers who were hired under the present firefighters agreement stating health care insurance protection with Horizon Blue Cross Blue Shield Direct Access, or current respective replacement, shall keep the said plan. Any future fire officers who were mandated by the current firefighters agreement to be enrolled in Direct access, or current respective replacement, as described above and would like to enroll in the Horizon Blue Cross Blue Shield traditional plan, or current respective replacement, may do so with an employee contribution equal to the difference between the two plans, or benefits equal to or better than.

Any current fire officer who opts out of the medical coverage provided by the department may do so. Any member who does so will receive a yearly payment of \$2,500. If a member so chooses he will be permitted back into the department's medical coverage, he will no longer receive the \$2,500 payment.


This payment will be made at the end of the calendar year on Dec 31st. If a member re-enters the NHRFR health plan during the non-open enrollment period, the \$2,500 payment will be pro-rated accordingly.

The employer will provide a prescription drug program for all association members and their dependents which shall require a ten dollar (\$10.00) copay for brand name drugs, a five dollar (\$5.00) copay for generic and zero co pay for mail order drugs. For all non-preferred (exotic) prescriptions the member will have a fifteen dollar (\$15) copay.

All firefighters hired pre-regionalization and promoted into the Officers Association shall carry forward and retain the longevity schedule they enjoy under previous agreements. Any post-regional hires shall carry forward the longevity schedule in place in the firefighters contract as of the date of execution of this agreement, which will be reflected in the NHFOA collective bargaining agreement.

Both parties outlined herein shall recommend ratification of this agreement by their respective groups.

North Hudson Fire Officers Association:



Brian Boele President

4/1/08

North Hudson Regional Fire and Rescue:

Executive Directors

SIDE BAR NOTES TO MOA DATED 3/31/08

1) All former members of the West New York fire department in this association at the time of signing of this agreement shall have a total of three (3) 24 hour days per each year of service placed in an emergency sick leave bank. This bank shall have no monetary value and shall not increase with added years of service. The days accrued in it shall be available for use only in the event a member depletes his sick leave bank and a need for additional days arises as a result of a catastrophic illness. For purposes of this agreement, a catastrophic illness shall be defined as one that requires an extended leave (four or more tours), and is extraordinary in nature. ie. Other than a common cold, flu or other minor illness in which a member is expected to make full, swift recovery without possible lingering effect. Establishment of this emergency bank shall replace any reference to former catastrophic sick banks.

Any member who utilizes the days accrued in this special emergency bank shall continue to accrue regular contractual vacation days without interruption. However, any days accrued during the period in which member was on this emergency leave, can only be used at the discretion of the executive director without prejudice.

2) The NHFOA agree management will hold the right to mandate a member attend a department selected physician for treatment, in the event of a line of duty injury in accordance with existing statutes.

3) Regarding vacation days, the association agrees to limit the exchange of summer days, once the days are picked and approved. Should a member decide to request a change of a summer vacation day for another summer day, the day that is to replace the original day must be equal or better in relationship to terms of overtime status. Should the need for overtime exist with the replacement day, but not with the original day the exchange will be denied. Once the vacation schedule is approved, all non summer to summer exchanges will require prior approval. Should a member wish to exchange an approved vacation day, that exchange shall be subject to approval, unless submitted 72 hours or less from the day requested, when a buffer of 5 shall be required for approval.

4) The N. Hudson Regional Fire and Rescue agrees to settle the disputed litigation as it pertains to members promoted to rank of Captain July 2001. The regional agrees to pay all recognized monies due retroactive, and the proper adjustment to the annual salaries of the above members upon the effective date of this agreement. In return the NHFOA agrees to dismiss all existing litigation and argument as it pertains to matters of salary disputes for members promoted in February 2000.

North Hudson Fire Officers



Association President

North Hudson Regional Fire and Rescue

Executive Director



4/1/08