

Memorandum of Agreement between North Hudson Regional Fire &
Rescue and North Hudson Fire Officers Association

AGREEMENT made this ___ day of August, 2020 by and between the North Hudson Regional Fire & Rescue (hereinafter "Regional") and North Hudson Fire Officers Association (hereinafter "Association").

WHEREAS, the Regional and the Association are parties to a collective negotiations agreement covering the period July 1, 2004 through June 30, 2010, as amended and extended through June 30, 2019; and

WHEREAS, the parties have engaged in good faith negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract subject to ratification by the Association membership and approval by the Regional's governing body; and

WHEREAS, the negotiations representatives for the Regional and for the Association agree to recommend this Memorandum of Agreement ("MOA") for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. Except as herein modified, the terms and conditions of the July 1, 2004 through June 30, 2010, as amended and extended through June 30, 2019, collective negotiations agreement between the parties shall remain in full force and effect.
2. Duration. July 1, 2019 through June 30, 2023.
3. FMLA - The North Hudson Regional Fire and Rescue has promulgated a Federal Family Medical ("FMLA") Policy which according to the U.S. Department of Labor is compliant with the Federal Law. The NHFOA has agreed not to challenge that policy. The NHFOA acknowledges that FMLA Leave is unpaid. However, the Regional and the NHFOA have agreed to permit its members to use paid sick or vacation while on FMLA Leave. The use of paid sick leave is contingent on its members following all aspects of the Regional's sick leave policy. Members who are cleared for modified duty are required to report for modified duty if they want to use paid leave. If they choose not to report for modified duty which is permissible under FMLA the leave will be unpaid. The parties agree that if there are any disagreements on the administration, application or interpretation of the FMLA policy, the issue shall be submitted to the Department of Labor for clarification.
4. Article 13 (Vacation) - Line "L" will be added reading "Annual vacation allotment during the member's last year of employment shall be reduced to one-half of the annual allotment if the

member retired before July 1 of said year. A member retiring on or after July 1 shall receive his/her full allotment of vacation days for said year."

5. Article 16 (Military Leave), line B will read- The Regional will provide compensation to members serving in the military as required by existing state statute.

6. The last sentence of Article 18 (Emergency Leave), section A shall read "Paid leave shall be limited to two tours annually."

7. The following wage increases shall be applied across the board for each step on the indicated dates including any retro payments back to July 1, 2019:

July 1, 2019 - 2.75%

July 1, 2020 - 2.75%

July 1, 2021 - 2.75%

July 1, 2022 - 2.75%

2019 and 2020 raises shall be implemented no later than 30 days following full execution of this MOA.

8. Article 29, Insurance, Section B, a provision will be added that reads;

"Maintenance Prescription Drugs will require a mail in prescription. If there is a change in the maintenance drug, the initial dispensing of the new drug may be retail, and thereafter, mail-in.

9. The Regional plans to switch to a 24 annual pay day in year 2021. During 2020, there will be 27 pays with the last being December 30, 2020. The next pay under the 24 pay day will be January 15, 2021 and the remaining 23 pay days will be the 30th and 15th of each month except February will be paid on the last day of the month. If a pay day falls on a Saturday, Sunday or Holiday, the pay day will be the business day immediately before the Saturday, Sunday or Holiday.

10. Article 12, Section E "Sick Leave Use Incentive" compensation shall read:

January 1 through May 15 - \$200

May 16 through September 15 - \$800

September 16 through December 31 - \$200

11. Article 7, Grievance Procedure. Modify Steps One and Two from 10 calendar days to 20 calendar days for the presentation of the grievance by the Association. Modify Step Two Regional response from 5 calendar days to 15 calendar days.

12. Counseling Action Plans will be on their own separate form, not be considered disciplinary and will not be subject to the grievance and arbitration procedure.

13. All discipline and disciplinary actions will be in writing on separate forms. All discipline will be served by the Chief of Department. The Association will be notified orally or in writing at least 72 hours prior to the member being served with disciplinary paperwork.

14. Upon full execution of this MOA, the Association shall withdraw the following grievances:

- a. NHRFR and NHFOA - Reduced Pay Grievance (Docket No. AR-2020-285), pending before Arbitrator Scott Buchheit;
- b. North Hudson Reg. Fire & Rescue/No. Hudson Fire Off Assn., Docket No. AR-2020-145 (Staff BC Work Schedule), pending before Arbitrator Arnold Zudick;
- c. North Hudson Regional Fire & Rescue and FOA, PERC Docket No. AR-2020-028 (Staff DC Work Schedule), pending before Arbitrator Brian Kronick; and
- d. North Hudson Regional Fire & Rescue and North Hudson Fire Officers Assn., AR-2020-155 (Barreto), pending before Arbitrator James Mastriani.

15. Upon full execution of this MOA, the Regional shall withdraw the following pending disciplinary actions:


- a. Brian Barreto, Counseling Action Plan and Reprimand dated August 14, 2019;
- b. Moises Valdes, Preliminary Notice of Disciplinary Action dated August 6, 2019; and
- c. Richard Gora, Preliminary Notice of Disciplinary Action dated September 12, 2019.

All of the above listed fire officers will receive the new Counseling Action Plan form.

16. North Hudson Regional Fire & Rescue and North Hudson Fire Officers Association agree to adhere to and incorporate the above terms and conditions into a July 1, 2019 through June 30, 2023 Collective Negotiations Agreement.


IN WITNESS WHEREOF, the parties hereto shall have duly executed this Memorandum of Agreement as of the date indicated above.

North Hudson Fire Officers Association North Hudson Regional Fire & Rescue




Scott Marione, President

Date: 8/20/20



Jeff Welz, Executive Director

Date: 8/24/20



Michael DeOrio, Executive Director

Date: 8/24/20

SIDE BAR AGREEMENT

This Side Bar Agreement made this ____ day of August, 2020 by and between the North Hudson Regional Fire & Rescue (hereinafter "Regional") and North Hudson Fire Officers Association (hereinafter "Association").

WHEREAS, this Side Bar Agreement applies to the July 1, 2019 through June 30, 2023 collective negotiations agreement;

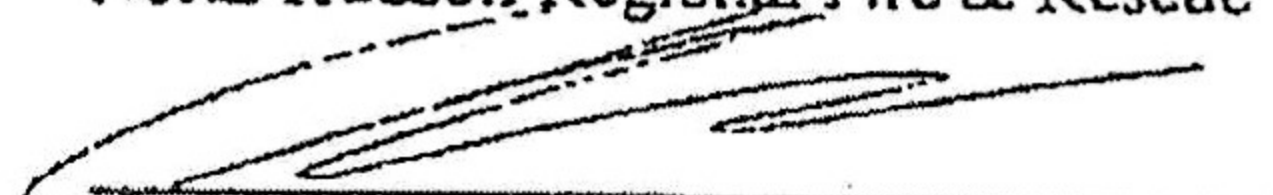
WHEREAS, the parties wish to enter into this Side Bar Agreement for purposes of maintaining current staffing and overtime ratios;

NOW, THEREFORE, the parties agree as follows:

1. The Regional shall maintain a complement in line officer positions of 17 fire captains per shift (including rover), 4 battalion chiefs per shift (including rover), and 1 deputy chief per shift. The total number of administrative staff positions, which is currently at six (6) positions, shall not be reduced. Vacancies in line and staff officer positions shall be filled in a timely manner. For as long as the CNA is in effect, the ratio for overtime is 6 to 1, firefighters to fire officers. Upon expiration of the CNA, the overtime ratio will revert back to 4 to 1, unless the Regional opts to maintain the foregoing staffing levels.
2. This Side Bar Agreement shall be subject to administration and enforcement through the parties' collective negotiations agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date indicated above.

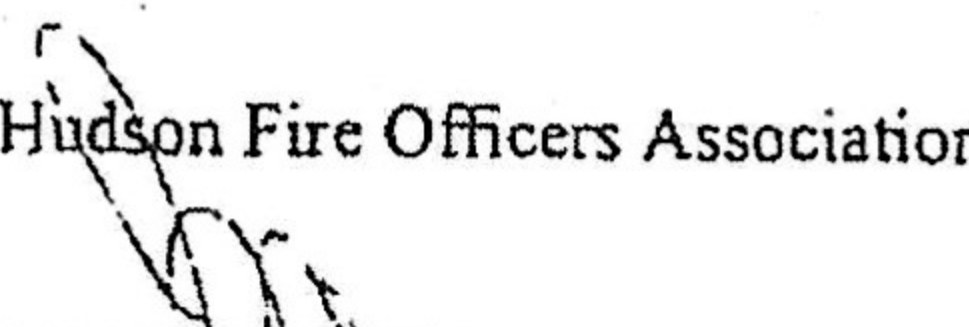
North Hudson Regional Fire & Rescue



Scott Marione, President

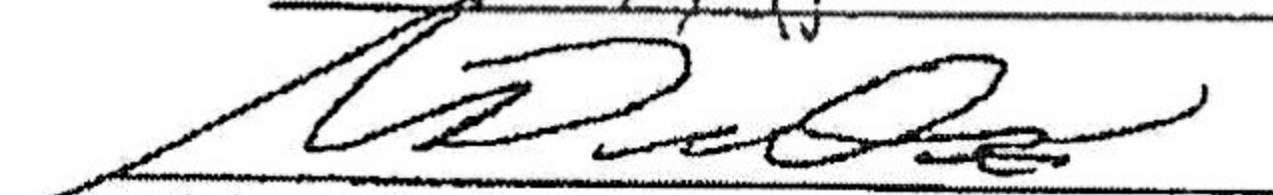
Date: 8/20/20

North Hudson Fire Officers Association



Jeff Welz, Executive Director

Date: 8/24/20



Michael DeOrio, Executive Director

Date: 8/24/20