



**AGREEMENT BETWEEN THE
VILLAGE OF GREEN ISLAND, NEW YORK
AND THE
GREEN ISLAND PROFESSIONAL FIREFIGHTERS
ASSOCIATION**

LOCAL 3418

I.A.F.F.

JUNE 1, 2006 - MAY 31, 2009

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STATEMENT OF PURPOSE

This agreement is entered into by and between the **VILLAGE OF GREEN ISLAND, NEW YORK** (hereinafter referred to as the **VILLAGE**) and the **GREEN ISLAND PROFESSIONAL FIREFIGHTER'S ASSOCIATION, LOCAL 3418 I.A.F.F., AFL-CIO** (hereinafter referred to as the **UNION**), and has as its purpose the promotion of harmonious relations between the **VILLAGE** and the **UNION**; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I.

RECOGNITION - The Village of Green Island determines that the Green Island Professional Firefighter's Association represents a majority of the employees in the following defined bargaining unit and hereby recognizes the Green Island Professional Firefighter's Association as the negotiating agent for all full-time employees of the Green Island Fire Department who are in the job titles of Firefighter. Excluded are all other employees of the Fire Department and all part-time Callmen and any other employees as well as those employees in a job title listed above who may, depending on their duties, be determined by the Public Employment Relations Board to be managerial or confidential employees under the Taylor Law. The job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these titles will continue to be utilized by the Village of Green Island.

ARTICLE II.

AGENCY SHOP - Any full-time employee of the fire department who is not a member of the UNION shall, as a condition of employment, pay a monthly service charge equivalent to the dues and assessments paid by a member to the UNION. The provisions of this section shall be applicable while the Union continues to maintain a procedure providing for the refund to any employee demanding the return of any part of the deduction so made which represents that employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE III.

DUES CHECK OFF - The employer agrees to deduct, each pay day, dues in the amount certified to be CURRENT by the SECRETARY/TREASURER of the Union from the pay of all full-time employees, the total amount of deductions shall be remitted each month by the EMPLOYER to the TREASURER of the Union.

ARTICLE IV.

DISCRIMINATION - The parties to this Agreement agree not to discriminate against any employee because of race, creed, sex, national origin, marital status, or sexual orientation.

ARTICLE V.

UNION ACTIVITY - There shall be no discrimination, interference, or coercion by the EMPLOYER against any EMPLOYEE for his activity on behalf of, or membership in the UNION.

UNION LEAVE -

- A. The President of the UNION or his designee shall receive 24 hours paid time off annually for UNION business. An additional 24 hours of paid leave annually shall be granted for UNION time which would also qualify as training for the President or his designee. This paragraph will become effective as of the date of ratification and approval of this contract.
- B. The Village agrees to schedule all meetings for negotiations with the majority of the firefighter's bargaining unit, so that it will not create time off or conflicts.

ECONOMIC BENEFITS AND WORKING CONDITIONS:

ARTICLE I.

HOURS OF WORK - Each shift shall start at 7:00 a.m. and end the following morning 7:00 a.m. Employees shall have the right to exchange all or part of a shift when the change does not interfere with the operation of the fire department, or result in any additional cost to the Village. The Union agrees that the Village can change the hours of work, including start time and length of shift at any time on not less than two weeks' notice, provided that the Village and the Union have met in advance of the effective date of such change to negotiate the decision to change the hours.

ARTICLE II.

CONTRACTING OUT - The employer shall have the right to contract out bargaining unit work beyond that which is currently contracted out.

ARTICLE III.

COMPENSATION - Effective June 1, 2006, based on a forty (40) hour work week the annual salary rate for all full-time firefighters will be as follows:

June 1, 2006	\$35,791.42
December 1, 2006	\$36,686.21
June 1, 2007	\$37,603.36
December 1, 2007	\$38,543.45
June 1, 2008	\$39,507.03
December 1, 1008	\$40,494.71

All new firefighters will start at 85% of a full-time firefighter's salary; second year will go to 95% of a full-time firefighter's salary; and the third year will be 100% of a full-time firefighter's salary. Current firefighters shall accelerate commensurate with the above schedule on their anniversary date of employment.

The annual salary rate of a full-time firefighter shall be increased by longevity payments of \$350 for five (5) years; \$500 for ten (10) years; \$650 for fifteen (15) years; and \$800 for twenty (20) years of service, respectively.

Longevity pay will be paid to the firefighter on the first pay day in June.

EMT TRAINING

State firefighter training is not compensable time for FLSA purposes. EMT training does qualify as time worked for actual classroom hours only and will be treated as hours worked. All EMT training must be approved in advance by the Chief. The attached form is to be used for all requests.

Firefighters using their personal vehicle(s) are eligible for mileage reimbursement at the rate set from time to time by the Village Board in its sole discretion, for courses or training approved by the Fire Chief in advance.

WORKER'S COMPENSATION- A firefighter whose absence is covered by worker's compensation shall continue to receive regular salary for which the VILLAGE will be partially reimbursed by the WORKER'S COMPENSATION INSURANCE CARRIER. Such individual shall be re-evaluated medically after six (6) continuous months of such payment and, thereafter, such firefighter will be removed from the village payroll and worker's compensation payments shall be made directly to the firefighter. The Village agrees to abide by state law, as it pertains to firefighters, for worker's compensation and as it may be amended from time to time, in the future.

HOLDOVER TIME – Firefighters shall be compensated for all hours actually worked beyond his/her regular shift, with a minimum of one (1) hour in the event firefighting duties prevent them from leaving work an the end of a regular shift as determined by the Chief. This provision shall become effective upon ratification of this contract by both parties. Thos provision shall sunset effective May 31, 2008

HOLIDAY PAY - In lieu of HOLIDAYS, each firefighter shall receive ELEVEN (11) days pay on the first pay day in DECEMBER of each year for the following HOLIDAYS providing such employee was actually a member of the department on the day each holiday was observed:

NEW YEAR'S DAY

LABOR DAY

LINCOLN'S BIRTHDAY

COLUMBUS DAY

WASHINGTON'S BIRTHDAY

VETERAN'S DAY

MEMORIAL DAY

THANKSGIVING DAY

INDEPENDENCE DAY

CHRISTMAS DAY

MARTIN LUTHER KING, JR. DAY

RE-CALL

A firefighter called to duty from a non-active duty status shall receive compensation for work actually performed with a minimum of one hour's compensation. This clause will sunset on May 31, 2009.

RE-CALLS ARE DEFINED AS FOLLOWS:

- 1) ALL WORKING STRUCTURE FIRES,
- 2) ANY MUTUAL AID in or out of the Village, except EMS unless the Officer in charge deems the situation serious enough to request additional firefighters.
- 3) ANY CALL THAT THE CHIEF DEEMS TO BE SERIOUS ENOUGH TO CONSTITUTE A RE-CALL,

Firefighters who respond to the scene will not automatically be entitled to compensation.

Only those firefighters who are determined to be reasonably needed by the Chief or the Mayor, or the Executive Assistant to the Mayor, after the facts surrounding the incident are fully available, shall receive compensation for actual hours worked with a one hour minimum. This provision shall not be subject to the grievance and arbitration clause beyond Step 2.

VACATION:

ARTICLE I. Vacation credits shall be earned as follows:

During a firefighter's first year of service they will earn vacation credits (vacation credits are based on eight (8) hour days) monthly at a rate of .75 days with a bonus day to be credited on the firefighter's anniversary date. The second year, the firefighter will earn vacation at the rate of 1.25 days per month. Thus, upon completion of one year of service, a firefighter will have accumulated ten (10) days vacation and after two years, the firefighter will have accumulated fifteen (15) days vacation.

Vacation credits may be accumulated up to a maximum of Four Hundred and Thirty two (432) hours. Accrued vacation time will paid out at the rate in effect as each hour is earned. However, no accumulated vacation credits may be used without prior approval from the Chief, Mayor or Executive Assistant.

Unused vacation shall be liquidated in cash at the time of separation, retirement, or death.

SENIORITY LIST FOR GREEN ISLAND FIREFIGHTER'S:

**DAVID J. CARL
WILLIAM S. SZOSTAK
ROBERT BOURGEOIS
DANIEL SOVIE
MATTHEW LANSING
BRYAN WELSH
SCOTT McHARGUE**

LAY-OFFS OF FIREFIGHTERS SHALL BE IN REVERSE ORDER OF SENIORITY. MEMBERS LAID OFF SHALL BE RETURNED TO WORK BEFORE ANY NEW MEMBERS ARE HIRED.

FIREFIGHTERS RECALLED TO WORK MUST REPORT WITHIN FOURTEEN (14) DAYS OR THEY WILL BE DEEMED TO HAVE RESIGNED.

VACATION PICKS

Vacations will be picked on the first Monday in April, starting April, 2005 and will start with top firefighter on the below list picking first and continuing down the list in order. Every year thereafter, the top firefighter will move to the bottom of the list. In the event a new firefighter is hired, he will be placed at the bottom of the current vacation list.

2006 - 2007

Matthew Lansing
William Szostak
Bryan Welsh
Scott McHargue
Robert Bourgeois
Daniel Sovie

2007 - 2008

William Szostak
Bryan Welsh
Scott McHargue
Robert Bourgeois
Daniel Sovie
Matthew Lansing

2008 - 2009

Bryan Welsh
Scott McHargue
Robert Bourgeois
Daniel Sovie
Matthew Lansing
William Szostak

PERSONAL LEAVE

- (A) Any firefighter employed by the Village on or before June 1, 1978 shall be credited with twenty-four (24) hours personal leave, and thereafter except as herein otherwise provided, shall be credited with twenty-four (24) hours personal leave each year on June 1st. Personal leave is not cumulative. Unused credits are canceled on May 31st of each year.

- (B) Any firefighter hired after June 1, 1978 shall accrue twelve (12) hours personal leave upon commencement of employment and an additional twelve (12) hours upon satisfactory completion of an additional six (6) months. Each firefighter shall be credited with twenty-four (24) hours personal leave on the firefighter's annual employment date. Personal leave is not cumulative. Unused credits are canceled on the firefighter's annual employment anniversary date and are not compensated by money payments at any time.

PROBATIONARY PERIOD

Newly appointed members and employees shall be on probation for the maximum period provided by the Civil Service Law of the State of New York.

OVERTIME - In the event overtime is required on a particular occasion other than a recall, the following procedure shall be used:

- 1) The senior man in the department shall be called first continuing down the seniority list on a wheel; (**SEE SENIORITY LIST G.I.F.F. - Attached as Exhibit A**)
- 2) A firefighter shall be credited with having received overtime only if said firefighter actually works. Refusing overtime or failing to answer a call for overtime shall constitute a "NO" on the overtime wheel until the next wheel. If a firefighter refuses overtime, his name on the list shall be removed from said list. When any firefighter shall refuse overtime, he will not be eligible for further overtime until he is eligible for overtime on the next wheel.
- 3) Any overtime required in excess of four (4) hours will go on the Wheel, and will be credited to the firefighter as time worked.
- 4) Once a firefighter has worked overtime, he will not be offered overtime until the rotation on the list is completed.
- 5) A record shall be maintained of all overtime worked, showing whether or not a firefighter reported for duty. A copy of such record will be made available to firefighters and the union monthly.
- 6) A firefighter shall be given reasonable notice for overtime whenever possible.
- 7) In the event of an extended leave situation, where the Chief deems it necessary to change the present schedule involving a seven (7) man rotation to a six (6) man rotation, that overtime will not count toward the preceding overtime clauses noted in 1 - 5.
- 8) **SPLITTING AN OVERTIME SHIFT** - Splitting of an overtime shift may be permitted only after the full shift is offered to every firefighter on the current list, and no one wants the full shift, but two (2) or more firefighters indicate they would work part of the open shift. In this case the overtime would go back to the current top man on the list, and be offered again as ½ or part of a shift continuing down the list until the shift is filled. The individual(s) working that split shift will be crossed off the list as accepting overtime.

- 9) In no event will an error in overtime assignment or offers of overtime, result in any payment to any firefighter who is passed over because of any such error. Such error will be corrected in the next overtime assignment.
- 10) a) Response to offer of overtime to be performed within twenty-four (24) hours of call shall be immediate - any answer other than yes shall be deemed a refusal.
- b) Overtime to be filled more than twenty-four (24) hours, but less than seven (7) days after the overtime becomes available shall be accepted or denied within four (4) hours of being called.
- c) Overtime to be filled more than seven (7) days after the call advising the firefighter that overtime is available shall be accepted or deemed denied within twenty-four (24) hours of the call to the firefighter.
- 11) Mandatory Overtime. If every firefighter on the seniority list refuses overtime, mandatory overtime will be assigned by the Chief in the reverse order of seniority. The firefighter assigned to the mandatory overtime who actually works the mandatory overtime, shall not be required to work a mandatory overtime shift, until everyone on the list has actually worked a mandatory overtime shift. The listed will be posted by the Chief.
- 12) Overtime Compensation. Each firefighter shall be paid overtime at time and one half of his regular rate of pay for each hour in excess of Two Hundred Two (202) hours in the current twenty-eight (28) day schedule.
- 13) If a firefighter has accepted overtime and finds he/she can not work the day or part, the firefighter may not exchange all or part of the shift and must take a "NO" on the overtime wheel.

SICK LEAVE

- A) Firefighters shall earn one (1) eight (8) hour sick credit on the first day of each month and on every anniversary date of employment.
- B) Sick leave may be accumulated to one hundred eighty (180) eight (8) hour days. Sick time reimbursement will be set at \$20.00 per day after five (5) years of service, \$25.00 per day after ten (10) years of service, \$30.00 per day after fifteen (15) years of service, and \$35.00 per day after twenty (20) years of service.

Reimbursement will be paid only when the employee reaches the cap (180 days) for those days accumulated in excess of 180 days or upon termination of employment with the village. Reimbursement will be made through the payroll department starting with the third payroll in June of each year and each and every year thereafter.

- C) Leave for sickness in a firefighter's immediate family, as defined in Bereavement Leave, which requires the presence of the firefighter, may be charged against sick leave upon prior approval of the Chief, or the Mayor or the Executive Assistant to the Mayor. After two (2) consecutive twenty-four (24) hour work days of sick leave, the Chief or the Mayor or the Executive Assistant to the Mayor shall also have the right to require a firefighter to provide the Village with a statement from a licensed physician certifying as to the need for the absence of the firefighter.
- D) The following procedure shall apply for a firefighter's leave due to his own illness. After two (2) consecutive twenty-four (24) hour work days of sick leave, the Chief or the Mayor or the Executive Assistant to the Mayor shall also have the right to require a firefighter to provide the Village with a statement from a licensed physician certifying to the need for the absence and the Village may require an examination by a physician designated by the Village.

- E) At its discretion, the Village may advance sick time to a firefighter absent due to personal illness, other than absence covered by worker's compensation, who has exhausted all accumulated sick leave, vacation and personal leave. Such advances shall not exceed thirteen (13) days and shall be "REPAID" by the subsequent accrual of sick leave or from wages. Thereafter, an employee with more than one (1) year of continuous service, may at the discretion of the Village, be paid for not more than fifty (50) days, which consists of eight (8) hour working days of continuous absence.

BEREAVEMENT LEAVE

Each firefighter shall be granted up to three (3) working days or one (1) twenty-four (24) hour shift per death per year for death in the immediate family. The immediate family is defined as an employee's spouse, parents, children, sister or brother. Bereavement leave shall not be cumulative nor liquidated by cash for unused leave at the time of separation, retirement or death.

DEATH/RETIREMENT

In the event that a member of the bargaining unit dies while in the employment of the Village, or retires under normal circumstances or by reason of disability, the monetary value of accrued Holiday Pay, and unused Vacation Time, and Sick Leave shall be paid to the beneficiary designated by him for retirement purposes, or to such retired member, the value thereof to be computed in accordance with the annual pay then being received by such firefighter.

HEALTH BENEFITS

- A) A) Each firefighter and his dependents shall receive BSNENY Community Blue-HMO Plus 202, or Capital District Physicians Health Plan, Benetech Dental and a prescription drug plan, or a plan equal to or greater than the above plans, as determined by the Village Board of Trustees. Each firefighter shall pay ten (10%) percent of the total health insurance premium. Firefighters hired after the date of ratification and approval of this contract shall pay twenty percent (20%) of the total health insurance premiums. Such premiums will be deducted on a pro rata basis from each weekly paycheck. The Village reserves the right to require co-payments from firefighters for health care coverage.
- B) Anyone hired after June 1, 2004 will not automatically receive the same retirement health benefits and full-time employee health benefits.
- C) In the case of death of a retiree, the spouse of the retiree shall have the option to pick-up the same coverage at the then existing premium cost. This shall take effect three (3) months from the date of death. The Village will maintain the benefits during the three (3) month period, as long as the spouse continues to make the weekly employee contribution of Ten Percent (10%) of the health insurance premium.
- D) Firefighters who elect not to be covered under the current Village health insurance plan will receive a cash buy out. The buy out schedule is as follows:

(i)	Single person coverage	\$1,500.00
(ii)	Two person coverage	\$2,500.00
(iii)	Family coverage	\$3,000.00

Any firefighter who elects to participate in the buy out program must first provide proof satisfactory to the Village that he has health insurance coverage from another source. Elections made on and after the date this contract is signed will be prorated. The appropriate buy out payment will be made by July 1 of the fiscal year following the year in which the election to terminate coverage is made by the firefighter.

RETIREMENT

The Village will provide and maintain a non-contributory retirement plan for all members of the bargaining unit pursuant to the appropriate provisions of Section 384-D of the Retirement and Social Security Law of the State of New York, relating to the New York State, Police and Firemen's Retirement System by which members may elect to retire after twenty (20) years of service.

UNIFORM ALLOWANCE

- A) The annual uniform allowance shall be \$390.00 and shall be paid to each firefighter in two (2) installments of \$195.00, one on 1st pay day in June and the other on the 1st pay day in December, effective June 1, 2004.
- B) The Village will furnish, at its expense, one new complete dress uniform to each member of the bargaining unit upon permanent appointment.
- C) The following uniform equipment shall be furnished and replaced by the Village, and shall not be charged against said uniform allowance: boots, turnout coat, turnout pants, helmet, badges, gloves, and all other equipment and uniforms intended solely and directly for use in fighting fires. All uniforms and equipment furnished by the Village, as aforesaid, shall be safe and adequate for use in accordance with recognized and reasonable safety standards. Clothing damaged in the performance of duty will be reviewed on a case by case basis for replacement.
- D) The Village agrees to continue to review on a case by case basis the replacement or repair of personal items destroyed or damaged in the performance of firefighting while on duty with the Green Island Fire Department.

DISCIPLINE

In the event that any firefighter shall be the subject of disciplinary procedure he/she shall be notified in advance of any preliminary meeting to which the firefighter has been directed to appear at least one hour in advance of such meeting to enable the firefighter to obtain UNION representation. Failure of the firefighter to obtain such representation shall not be a reason to refuse to attend such meeting.

GRIEVANCE PROCEDURE

Employees of the Village of Green Island occasionally have questions and problems regarding the administration of personnel policies and rules, about the performance of their work or about such matters as working conditions and supervision of other employees. As a means of preventing employee morale from being adversely affected due to complaints or misunderstandings being resolved, the following procedure has been established and implemented:

Step 1. Initially, the employee shall discuss the matter fully with his department head. The department head shall discuss the matter fully with the employee, obtain all pertinent information and speak with the people involved. His decision shall be given to the employee within ten (10) working days from the time the grievance was presented, with a full, written explanation of his decision. If no solution is agreed to, the employee shall proceed to Step 2.

Step 2. The dissatisfied employee may appeal to the Executive Assistant to the Mayor in writing who shall hear the problem anew and make necessary investigations. After reviewing the decision of the supervisor and the pertinent information to the situation, the Executive Assistant to the Mayor shall give a written decision within fifteen (15) working days. If no solution is agreed to, the employee may proceed to Step 3.

Step 3. A final hearing shall be conducted before the Personnel Committee of the Village Board. A copy of the "Rules and Regulations" shall be furnished upon request. The committee shall hear the grievance, make findings of fact, conclusions and recommendations. These recommendations will be binding for all.

Step 4. Grievances arising out of disciplinary actions only (i.e. not concerning the administration of personnel policies and rules, the performance of their work or about such matters as working conditions and supervision of other employees) shall be subject to binding arbitration under the procedure to be agreed upon by the parties.

GENERAL PROVISIONS

1. This Agreement shall be effective for a period of three (3) years, commencing on June 1, 2006 and ending on May 31, 2009.
2. The Village agrees to supply three (3) copies of the signed agreement.
3. The benefits and privileges provided for in this agreement are subject to the appropriate applicable provision of law.
4. In the event that any provisions hereof shall be held to violate any law, said provisions shall be separable from the remaining provisions of this Agreement, and said remaining provisions shall continue in full force and effect.
5. This agreement may be changed, altered, or amended only in writing, signed by the Mayor of the Village and by a duly authorized representative of the bargaining unit.
6. If either party is not satisfied with the operation of the overtime provisions on Page 13 after six (6) months, both sides agree to sit down and renegotiate the overtime provisions.

PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged unaffected in any manner, during the term of this Agreement unless changed by mutual consent, to the extent documentation exists therefore, to establish a past practice.

Signed at Green Island, New York on the _____ day of _____, 2007.

VILLAGE OF GREEN ISLAND

GREEN ISLAND PROFESSIONAL
FIREFIGHTERS ASSOCIATION
I.A.F.F.

Ellen M. McNulty-Ryan
MAYOR

William S. Szostak
PRESIDENT

EXHIBIT A

SENIORITY LIST FOR GREEN ISLAND FIREFIGHTER'S:

DAVID J. CARL

WILLIAM S. SZOSTAK

ROBERT BOURGEOIS

DANIEL SOVIE

MATTHEW LANSING

BRYAN WELSH

SCOTT McHARGUE

REQUEST FOR TRAINING COURSE APPROVAL

Village of Green Island Fire Department

Firefighter: _____

Course _____

Location and Date _____

Date of request _____

In house: on duty ____ off duty ____

Off Site: on duty ____ off duty ____

Core course _____

Non core course _____

Approved _____

Disapproved _____

Chief
Date: _____