



Labor Agreement

Between

*Ridge Culver Professional Firefighters Association
IAFF Local 4176*

And

Ridge Culver Fire District

January 1, 2010 to December 31, 2012

Index

Article

1.	Preamble	Page 3
2.	Recognition	Page 4
3.	Union Security	Page 5
4.	Rights of Employees	Page 6
5.	No Work Interruption	Page 7
6.	Union Notification	Page 8
7.	Management Rights	Page 9
8.	Rules and Regulations	Page 10
9.	Discipline and Discharge	Page 11
10.	Personal Files	Page 12
11.	Relationship of Statute to Agreement	Page 13
12.	Grievance Procedure	Page 14
13.	Arbitration Procedure	Page 16
14.	Training Program	Page 17
15.	Civil Service List	Page 19
16.	Uniforms and Equipment	Page 20
17.	Work Schedule	Page 21
18.	Minimum Staffing	Page 22
19.	Seniority	Page 23
20.	Payday and Payroll Deposits	Page 24
21.	Funeral Leave	Page 25
22.	Holidays	Page 26
23.	Death Benefits	Page 27
24.	Health Benefits	Page 28
25.	Retirement Plan and Deferred Compensation	Page 30
26.	Jury Duty	Page 31
27.	Section 204 Notice	Page 32
28.	Overtime and Compensatory Time	Page 33
29.	Savings Clause	Page 35
30.	Sick Leave	Page 36
31.	Vacation	Page 38
32.	Salary, Longevity, EMT, and Acting Lt. Pay	Page 39
	Terms of Agreement	Page 41
	Signatures	Page 42


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Labor Agreement 2010-2012

2


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ARTICLE 1

PREAMBLE

1. This agreement is between the Ridge-Culver Fire District (herein referred to as the "Employer") and the Ridge-Culver Professional Firefighters Association, Local #4176, International Association of Fire Fighters, AFL-CIO (herein referred to as the "Employee" or "Union" or "Association").
2. The purpose of this agreement is to set forth wages, hours, and terms and conditions of employment for those persons employed by the Fire District on a full-time basis who occupy the Civil Service classification of Firefighter, and who are covered by this agreement.
3. This agreement is also intended to provide a procedure for the resolution of any differences, or disputes, regarding the application or interpretation of this agreement.


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3


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ARTICLE 2

RECOGNITION

1. The Fire District recognizes the Union as the exclusive negotiating representative for all full-time paid employees with the permanent Civil Service classification of Firefighter, and excluding all other employees, including Chiefs, Captains, Lieutenants, laborers, supervisors, office and clerical employees, and excluding all volunteer personnel.

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4

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ARTICLE 3

UNION SECURITY

1. As required by law, this is an Agency Fee agreement, under which all bargaining unit members are required to pay a uniform amount as representation costs, whether or not he/she chooses to become and remain members of the union.
2. The Union shall maintain a procedure, which provides for the refund to any employee demanding the same of his/her pro-rated share of the expenditures by the Union in aid of activity or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
3. Agency Fee deductions, and member dues, fees and assessments for those who are Union members and have executed written authorization, shall be deducted monthly and forwarded to the Secretary / Treasurer of the Union not later than the fifteenth (15th) day of the following month.
4. Upon receipt by the Employer of a written revocation of a dues deduction authorization, the Fire District shall honor the same, but shall thereafter commence and maintain the required Agency Fee deduction.
5. The Fire District shall be responsible for the deduction of fees and dues in accordance with the provisions of this Article, and the Union shall defend and hold harmless the Fire District against any claim arising out of said deductions and transmittal of dues and fees to the Union.


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Labor Agreement 2010-2012
5


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ARTICLE 4

RIGHTS OF EMPLOYEES

1. The Employer will not subject any Employee to discrimination, harassment or retaliation because of membership in, or lawful activity on behalf of the Union, nor will the Employer attempt to dominate or interfere with the Union.
2. The Employer and the Union agree to refrain from any unlawful discrimination with regard to race, creed, color, age, religion, national origin, marital status, arrest record, or disability, as provided under federal and state laws, rules and regulations. In the event of a discrimination claim by an employee, the grievance procedure contained in this agreement may be utilized; however, arbitration shall not be available for such claim, if unresolved, it may be submitted to the State or Federal agency with jurisdiction.

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Labor Agreement 2010-2012
6

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ARTICLE 5

NO WORK INTERRUPTION

1. During the term of this agreement, there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of Firefighter of the Ridge-Culver Fire District or any other duties assigned to them.

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Labor Agreement 2010-2012
7

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ARTICLE 6

UNION NOTIFICATION

1. The Fire District will establish and provide to the Union a current seniority list, which shall be updated as necessary (new hires, leaves of absence, layoffs, etc.)
2. The Union President and Vice-President shall be provided with the following information concerning unit members on a timely basis: new appointments, promotions, transfers, disciplinary action, terminations, leaves of absence (in excess of one month), serious injuries (requiring hospital treatment), death.
3. This information will be released based upon the employee providing the district with an appropriately executed release of information, executed and notarized by the unit member, authorizing the fire district to release such information to the Union President and Vice-President. Such release shall absolve the district from any and all liability due to its release.


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Labor Agreement 2010-2012
8


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ARTICLE 7

MANAGEMENT RIGHTS

1. All functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, delegated, granted, or modified by this Agreement are, and shall remain, exclusively those of the Employer.
2. Not by way of limitation of the foregoing, the Employer retains the sole right to decide the number and location of the operations to be conducted and rendered; the methods, processes, and means to be utilized; the control of the buildings, real estate, materials and equipment; to maintain order and efficiency; to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the hours of work and to enforce rules and regulations for the conduct of Employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article of this Agreement.
3. In exercising these rights the Employer shall comply with all applicable laws.


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Labor Agreement 2010-2012

9


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ARTICLE 8

RULES AND REGULATIONS

1. The Employer retains the sole discretion to adopt rules and regulations for the operation and administration of the Ridge-Culver Fire District. The Employer further retains the sole discretion to amend, modify or delete such rules and regulations from time to time. Such rules and regulations shall not contravene the specific language of any Article, or Section of this agreement.
2. Before adoption of a new or revised rule or regulation, the Union President and Vice-President shall be provided with a copy of the proposed rule or regulation and shall be given reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment, however, will in no way impair the Fire Districts unilateral right to implement the new or revised rule or regulation.

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10

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ARTICLE 9

DISCIPLINE AND DISCHARGE

1. All disciplinary action including termination shall be conducted in accordance with Section 75 of the Civil Service Law, except according to Section 9.5 of this article.
2. An Employee subjected to a pre-disciplinary interview or interrogation shall be informed of his/her right to Union representation, but this shall not apply to verbal or written counseling of a corrective nature administered by command, which shall not be considered counseling.
3. The selection of a hearing officer to conduct a Section 75 hearing shall come from a mutually agreed upon list between the Union and the Fire District.
4. An Employee may agree to accept command discipline without the notice and hearing rights afforded by Civil Service Law, but shall not create a precedent for the discipline of any Firefighter.
5. The above notwithstanding, nothing will prevent the District from terminating a probationary bargaining unit member with or without cause, upon notice, without a hearing or the opportunity to be heard.

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Labor Agreement 2010-2012
11

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ARTICLE 10

PERSONAL FILES

1. Within fifteen (15) calendar days of a written request by an Employee, the Fire District will allow an Employee to review his/her personnel and medical files upon execution by the employee of the appropriate medical or release.
2. The Employee may submit a written response to any materials contained in his/her file, and he/she shall be entitled to a copy (without cost) of any documents relating to his/her conduct or performance, provided the employee executes the appropriate medical or record release.

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Labor Agreement 2010-2012
12

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ARTICLE 11

RELATIONSHIP OF STATUTE TO AGREEMENT

1. The Employer shall maintain all the powers and duties accorded to it under New York State and Federal Law, as amended from time to time, and in the event of any conflict between New York State law or any other statutes and the provisions of this Agreement, then the statute shall prevail.
2. The above notwithstanding with respect to matters having to do with the relationship of an Employee, either individually or under the Association, to the Fire District as the Employer, the provisions of this Agreement shall prevail.
3. It is agreed that this Agreement may only be modified by a written amendment voluntarily accepted by the parties to this Agreement, and executed by their representatives.

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Labor Agreement 2010-2012
13

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ARTICLE 12

GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy arising out of this Agreement.
2. In the event of a grievance as defined in Section 12.1 of this Article, the parties shall resolve the grievance in the following manner:

Step 1 The grievance shall be presented in writing, by the Association to the Grievant's Career Lieutenant within fifteen (15) calendar days of the act or omission giving rise to the grievance.

The Employer's Career Lieutenant shall make a written response to the grievance within fourteen (14) calendar days from the receipt of the grievance.

If the grievant's specific Career Lieutenant is the cause or directly involved in the grievance, the District can substitute another Career Lieutenant with approval of the Association in Step 1.

Step 2 If the grievance is not resolved in Step 1, the grievance shall be presented in writing to the District's Personnel Committee. This may or may not include the Fire Chief as deemed necessary by both parties. This shall be presented within fourteen (14) calendar days after the Career Lieutenant's response is given or due, whichever comes first.

The District's Personnel Committee shall respond to the Association in writing within fourteen (14) calendar days after the grievance is received.

Step 3 If the grievance is not resolved in Step 2, the grievance shall be presented in writing to the Employer's Board of Fire Commissioners within fourteen (14) calendar days after the response at Step 2 is given, or due, whichever comes first. The Board of Fire Commissioners will select a panel made up of the 3 Commissioners not involved in step 2 to discuss the grievance with the Association representative, if requested, and reply in writing within fourteen (14) calendar days after the grievance is received or discussions with the Association representative have concluded, whichever is later.

Step 4 If the grievance is not resolved at Step 3, either the

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Association or the Employer may request arbitration. Such request must be made within fourteen (14) calendar days after the response at Step 3 is given or due, whichever is first, and upon written notice to the other. Such notice must be given to the Chairman of the Employer's Board of Fire Commissioners or the President of the Association. If arbitration is not requested as set forth in this step, it shall be deemed waived.

3. The time limits in this grievance procedure for Steps 1, 2, 3, and 4 may be extended by mutual agreement of the Association and the Employer.
4. All grievances are required to be in writing, and shall contain a summary of the facts and where appropriate, include the name(s) of the Employee(s) involved, the specific provision(s) of the Agreement in dispute, and the remedy being sought.
5. The time limits for filing, answering or appealing a grievance are mandatory and conditions precedent to arbitration or appeal. The failure to respond to the grievance with the time period set forth herein shall permit this grievant to appeal to the next step or if the failure to respond is on the part of the grievant, the grievance is deemed abandoned or waived.

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Labor Agreement 2010-2012
15

[Signature]
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ARTICLE 13

ARBITRATION PROCEDURE

1. The arbitration proceedings for the grievance shall be conducted by an arbitrator to be selected by the Association and the Employer within seven (7) calendar days after selection of the arbitrator. If the parties cannot mutually agree upon an arbitrator within seven (7) calendar days of the notice requesting arbitration, they shall jointly request the American Arbitration Association or Public Employee Relations board to submit a list of names from which the arbitrator will be selected, within fourteen (14) calendar days after receipt of the list by each party alternately striking one (1) name from the list until one (1) name remains who shall be designated as the arbitrator. The right to strike the first name shall be determined by lot.
2. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument.
3. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, subtract from, or delete any provision of this Agreement, and shall confine his/her decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself/herself to the grievance submitted for arbitration and shall have no authority or power to determine any other cases not so submitted to him/her. No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement of all parties.
4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Association. However, each party shall be responsible for the cost of preparing and presenting its own case, including compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, providing it pays for the transcript and makes a copy available to the arbitrator without charge.
5. Upon agreement of the Employer and the Association, the cost of preparing a transcript shall be shared and both parties shall receive a copy of such transcript.

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Labor Agreement 2010-2012
16

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ARTICLE 14

TRAINING PROGRAM

1. The Employer hereby agrees to establish a training program wherein Employees will receive on the job training. When possible, all training will be scheduled evenly throughout the year. Employees are required to attend all training sessions scheduled by the Municipal training Officer – MTO, unless specifically excused by the MTO. Such training shall meet or exceed the requirements of the New York State Minimum Standards. When training is scheduled outside of the Employees regular work schedule, those affected shall receive two (2) weeks notice, where practical.
2. If the Association wishes to make suggestions to the MTO concerning the Training Program, including its planning and coordination, the Association must make those suggestions known to the MTO in writing. The MTO will discuss these with the Association Representative.
3. Employees may attend seminars, and special training offered by qualified persons in the fire fighting fields and/or attend classes at the New York State Academy at Montour Falls or Camp Smith, New York. Employees may request such training by submitting a written request to the Chief. The Employer shall have the final authority to determine which classes are deemed appropriate. If approved by the Employer, the Employer will pay fees associated with the course upon the employee's completion of the course and submission to the Board of Fire Commissioners of a certificate of completion or any similarly worded document establishing that the course has been satisfactorily completed. No request shall be unjustly denied due to prejudice.
4. Employees may be released from duty for partial shifts for job related training classes at the Monroe County Public Safety Training Center, or other local facility for additional training, so long as the minimum staffing level is maintained without an overtime cost to the district. Employees will coordinate time away with the Career Lieutenant. Employees shall report directly to work following classes as appropriate, and be released from work with appropriate time to arrive at training on time.
5. Employees may be released from duty for job related training outside of the Monroe County area (ex. NYS Academy, FDIC, Other training events) up to 4 work days per calendar year, so long as the minimum staffing level is maintained without overtime cost to the District. Employees will coordinate time away with the appropriate Career Lieutenant. Paperwork must be submitted at least 2 weeks prior to the training date. (Unit members understand that once an employee is committed to a training event either by distance or financially, the


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Labor Agreement 2010-2012
17


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other employees on that group may not override the training dates with either Comp Time or Vacation Time. The District is not responsible for settling any disputes that arise.) In the event that another employee becomes sick or injured, the employee who is away on training release time *may* be required to return based on circumstances.

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Labor Agreement 2010-2012
18

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ARTICLE 15

CIVIL SERVICE LIST

1. The Employer agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule an examination for the ranks of Firefighter or Fire Lieutenants, so that a list for each position will be available through the period of this Agreement.
2. The Employer will allow an eligible Employee to take the exam if the exam is during his/her normal shift; however, the employee may not be paid for the time needed for the exam.


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Labor Agreement 2010-2012
19


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ARTICLE 16

UNIFORMS AND EQUIPMENT

1. The Employer shall pay for and provide work uniforms for all Employees. Whenever possible, all Firefighters uniforms shall meet requirements of NFPA 1500.
2. Uniforms shall be issued upon start of employment. Uniforms shall be defined as light blue work shirts, blue tee shirts, dark blue polo type shirts, black belt, blue pants, and any other approved uniform apparel.
3. Uniform shirts shall be worn according to the following schedule:
 - a. November 1 through April 30, the light blue work shirt shall be the outer uniform shirt.
 - b. From May 1 through October 31, the dark blue polo shirt will be the outer uniform shift.
4. During "polo shirt months", employees shall be required to have on site a suitable light blue uniform shirt to wear to official and/or dress functions as designated by the Employer.
5. Firefighters will receive a complete issue of turnout gear. Such gear shall meet or exceed OSHA and NFPA Standards for Firefighting protective clothing and safety equipment.
6. While on duty, all Employees will wear the issued uniform as defined in this Article.
7. On duty firefighters shall be allowed to dress down during training, house duties, and after 2300 hours. Dressing down is defined as removing the light blue work shirt or polo shirt.
8. During physical training, firefighters may dress in appropriate work out apparel.
9. Replacement for worn, damaged, and permanently soiled equipment or uniforms, shall be made after inspection by the appropriate Lieutenant.
10. The Employer shall reimburse Employees up to seventy five dollars (\$75) toward the purchase of ANSI approved black work boots / shoes, per year after submitting the appropriate reimbursement forms.
11. The Employer shall provide a Class A dress uniform including dress jacket, dress pants, dress hat, dress tie, black belt, and a white RCFD dress shirt.

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Labor Agreement 2010-2012
20

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12. The Employer shall provide collar brass, name tags, hat badge, and a uniform badge.

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Labor Agreement 2010-2012
21

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ARTILE 17

WORK SCHEDULE

1. The normal work block for firefighters assigned to a group will be two (2) ten (10) hour days, followed by two (2) fourteen (14) hour nights, followed by four (4) days off. Shift change times will be at 7:00 am and at 5:00 pm. Employees on their night shifts from 11 pm to 6:45 am may utilize the bunk area for resting privileges subject to district policy and rules.
2. Trade days will be allowed between Employees and will be the responsibility of the Employees to notify the shift Lieutenant, prior to the start of the shift. Subject to the limitations set forth in 17.3. Any time gained or lost between Firefighters is the sole responsibility of the Firefighters and the District shall not be held responsible for such time gained or lost.
3. An Employee may not work more than 24 consecutive hours at any given time, unless approved by the Commissioner in charge of personnel or the Career Lieutenant.

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Labor Agreement 2010-2012
22

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ARTICLE 18

MINIMUM STAFFING

1. Minimum Staffing is defined as the number of group assigned, Civil Service Firefighters, on duty in the Ridge-Culver Fire District to respond to calls.
2. On each shift as defined in Article 17, the Employer agrees to maintain a minimum staffing of at least two (2) career firefighters of the scheduled work group, which allows one firefighter to be off of a scheduled work shift by vacation day or comp day. Either of the remaining scheduled firefighters will only be allowed to be off if they have secured their replacement (Article 17.2)

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Labor Agreement 2010-2012
23

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ARTICLE 19

SENIORITY

1. Seniority shall be determined as follows:
 - a. Continuous service with the Employer from the date of Civil Service Appointment subject to the following:
 1. If there is more than one Employee hired on the same date, seniority will be determined by Civil Service test score.
 2. In the event that there is more than one Employee with the same Civil Service test score, seniority will be determined by final Basic Fire Fighter Training Academy course average.
 3. Any further seniority determinations after following the above guidelines will be at the discretion of the Employer.


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Labor Agreement 2010-2012
24


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ARTICLE 20

PAYDAY AND PAYROLL DEPOSITS

1. All Employees will be paid bi-weekly with regular pay days occurring on Thursday. If a Payday falls on a holiday, the payday will move to the last business day immediately preceding the scheduled payday.
2. The payroll period will begin on Sunday and end the following Saturday, with the regular payday being Thursday following the end of the previous payroll period. Employees shall be responsible for filing their appropriate time sheets by the end of each payroll period.
3. By the 1st pay date in December, the district shall provide the association a list of the scheduled pay dates for the next year. This shall be based on a continuance of the every other week schedule of the current year. The employee's base salary shall be divided by the number of scheduled pay dates for the upcoming year.
4. The Employer will offer each employee the opportunity to have their pay directly deposited into the Employee's personal checking or savings account at the Employees financial institution subject to the ability of the financial institution to process direct deposits and the unit members' execution of the appropriate documentation.


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Labor Agreement 2010-2012
25


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ARTICLE 21

FUNERAL LEAVE

1. In the event of a death in the Employee's immediate family, the Employee shall be allowed time off with pay for the days they have been scheduled to work, from the day of death to the day of internment up to four (4) consecutive work days. Immediate family includes: spouse, parents/step-parents of either spouse, grandparents/grandchildren, children/step-children, siblings, son/daughter-in-law, brother/sister-in-law, step-brother/sister, domestic partner or same sex partner, parents/step-parents of domestic partner or same sex domestic partner, children of domestic partner or same sex partner, and grandparents/grandchildren of domestic partner or same sex partners.
2. In the event of a death of any "other family member" of the Employee, the Employee shall be allowed time off with pay, for the day of the funeral. Any other family member shall be defined as first cousins, brother-in-laws and sister-in-laws, spouses' grandparents, aunts, and uncles.


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26


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ARTICLE 22

HOLIDAYS

1. Firefighters shall receive paid compensation for eight (8) holidays. Said holidays are to include: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day. This totals ninety-six (96) hours of pay. Total number of hours reported to payroll is contingent upon Civil Service employment prior to the holiday.
2. Holiday paycheck will be paid to Employees the first pay period of November.
3. Employees may receive paid compensation for all 8 Holidays, 4 Holidays, or no Holidays. If the employee chooses not to receive paid compensation for Holidays, they will be considered Comp days. Employees electing not to receive paid compensation for Holidays must notify the district secretary before December 23rd of the preceding year of the amount of Holidays not being compensated.
4. Employees who are scheduled to work on a holiday due to their rotation are required to work that holiday unless taking their own Comp Time or Vacation Time.


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27


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ARTICLE 23

DEATH BENEFITS

1. The Employer will pay for the full premium for both Term Life Insurance and Accidental Death and Dismemberment Insurance coverage, for each Employee, in the amount of \$50,000.00.
2. Upon an Employee's death, medical or disability separation from service, the Employer shall pay the employee's beneficiary or the estate all wages and leave benefits owed to the Employee, for the year in which separation occurs. This payment will be at the Employee's pay rate at the time of his or her death and will be paid within thirty (30) days from receipt by the district of a valid letter testamentary, or administration, along with a proper designation of who shall receive the benefits.

AB
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Labor Agreement 2010-2012
28

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ARTICLE 24

HEALTH BENEFITS

1. The Fire District shall have the option from time to time to shop healthcare providers for the most coverage and least cost to both the district and Employees.
2. The Fire District will pay 80% of the premium of a Single, 2 Person, Family No Spouse, or Family "Simply Blue HDHP plan 1" health insurance plan.
3. The Fire District will pay 80% of the premium of a Single, 2 Person, Family No Spouse, or Family "Dental Blue" dental insurance plan.
4. The Fire District will pay 80% of the premium of a Single, 2 Person, Family No Spouse, or Family "Fashion Plan" by First Rehab Life Vision Plan.
5. Any changes to pricing or availability of the plans themselves during the life of this agreement will need to be agreed upon by both parties.
6. All Employees requesting this benefit shall have the remaining 20% automatically withdrawn from their paycheck.
7. In order to offer the most coverage at the lowest cost, the District agrees to establish and maintain a Health Reimbursement Account (HRA) for each employee electing to receive health insurance benefits. This HRA will be fully funded by the District annually to the maximum out of pocket expense for said plan so as to incur no out of pocket expense to the employee. A system shall be established and agreed upon by the Union and the District to determine how best to utilize or access this account. This HRA will be used for paying Co-Payments, Prescription Drugs, and other approved medical expenses.
8. For those not requiring health care coverage, the Employer will pay the Employee an amount equivalent to 50% of the premium for single coverage in a lump sum amount at the next payroll date following the Employee's anniversary date.
9. An Employee reaching 62 years of age who has retired into the New York State Retirement System will be eligible for 80% of the District's single healthcare plan until the age of 65 has been attained. This shall be in effect provided that said employee is not eligible for any coverage from spouse, job, other. If said Firefighter moves from New York State and there is no Blue Cross / Blue Shield coverage, the District will provide an equal contribution toward plan/policy that is available in that area.


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Labor Agreement 2010-2012
29


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10. An Employee retiring into the NYS Retirement System from the District shall be eligible to continue on the District Health Insurance Plan at his/her own expense. Premiums will be paid directly to the District who in turn will pay the insurance company at what ever schedule is required by the insurance company. Additionally, whatever money is in that employee's Health Reimbursement Account will remain to be used by that employee as before, until such time as it is exhausted at which point the District will no longer be responsible for funding it.


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Labor Agreement 2010-2012
30


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ARTICLE 25

RETIREMENT PLAN AND DEFERRED COMPENSATION

1. All unit members employed on or before January 8, 2010 by the Ridge-Culver Fire District will be eligible for coverage under NYS Police and Fire Retirement Plan 384-d (tier II), according to terms and conditions of such plan.
2. All unit members employed on or after January 9, 2010 by the Ridge-Culver Fire District will be eligible for coverage under the NYS Police and Fire Retirement Tier V plan, according to terms and conditions of such plan. As this plan requires employees to contribute 3% of their salary, this 3% will be automatically deducted from the employee's paycheck.
3. The Employer will maintain a Qualified Deferred Compensation plan (Internal Revenue Code 457), with participation, rights, and responsibilities subject to the terms of the plan.


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Labor Agreement 2010-2012

31


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ARTICLE 26

JURY DUTY

1. Employees shall be granted a leave of absence with pay, when they are required to report for jury duty or grand jury duty. An Employee must notify his immediate supervisor as soon as possible upon receiving notice of jury duty or selection for jury duty or examination. The Employee must provide his or her supervisor with a copy of the notice.
2. Employees are required to work all available reasonable hours outside of those actually required for jury duty, or grand jury duty examination, in accordance with the Employee's regular work schedule, as defined in Article 17.
3. An Employee on jury duty shall receive his/her regular pay for the duration of the jury service. Any and all allowances made to the juror for his/her service, shall be forfeited to the Employer.


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Labor Agreement 2010-2012
32


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ARTICLE 27

SECTION 204 NOTICE

1. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation, by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.


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Labor Agreement 2010-2012

33


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ARTICLE 28

OVERTIME AND COMPENSATORY TIME

1. Overtime shall be defined as hours worked by an Employee in excess of his/her regular work schedule. Overtime will be compensated at the rate of straight hourly rate or time and a half (1.5) comp hours for each hour worked over the normal shift hours. Hours resulting from trade days between employees shall not be considered as overtime. The choice for straight pay or time and a half comp will be made for each instance independently by the employee.
2. Firefighters may return to duty for working fires, whenever a fill-in is requested from another agency to man the firehouse, are ordered back by the Scene Commander of an incident, Career Shift Lieutenant, or returns for any other District business, the firefighter will be given a minimum of two (2) hours overtime, regardless of the amount of time he/she is on duty during the two (2) hours. These hours will not count against an employee when calculating hours for section 28.4.
3. Overtime shall be offered on the basis of seniority in the Civil Service Classification of Firefighter for the Fire District starting January 1st of each year.
4. In the career office, a book shall be kept recording which Firefighter has the most seniority, **and** the least amount of overtime for the year to date. That Firefighter will be offered overtime first.
 - a. If an eligible firefighter (according to Article 17.3) is offered overtime and denies, the hours offered will be added to that firefighter's year to date total. If the firefighter is not eligible for reasons due to scheduling, the hours offered will not be added to his/her total hours for the year, and the next firefighter on the list will be contacted.
 - b. If there are multiple overtime shifts available at one time, the first firefighter up for overtime will be offered the first shift he is eligible for. That firefighter shall have the option to take the shift, or deny it. Article 17.4.a will apply if he denies it. The second firefighter up for overtime will then be offered the first shift he is eligible for. This will continue as such until all available shifts are taken. Firefighters shall not be given the option of taking their preference in open overtime shifts.
 - c. A phone number will be given by the employee for the list to be contacted when overtime becomes available. The phone number will be called and a message left if necessary. The Employee will have 15 minutes to respond to the message. Should he/she not respond within the allotted time, the time will be forfeited to the next eligible firefighter.


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Labor Agreement 2010-2012

34


By District

5. Overtime opportunities will be offered to full-time civil service firefighters first. If the shift needing to be filled is not filled within 48 hours of posting, the shift will then be available to off duty Career Lieutenants or temporary Employees.
6. Compensation hours will be calculated for each Employee at the beginning of each year. Each Employee is responsible for 2080 hours per year. Any hours scheduled beyond this, will be given as "Comp Hours". Comp Hours are hours the employee may use as time off with pay.
7. A "Comp Bank" will be established for each employee. At the beginning of the year the District will calculate scheduled work hours for the employee for the coming year. Hours in excess of the 2080 hours will be credited to the employee's Comp Bank. If an employee elects to receive his/her overtime pay in the form of Time-and-a-half Comp time, these hours too will be credited to this Comp Bank for future use.
8. Comp hours may be used in 2 hour increments as approved by the appropriate Career Lieutenant. Time charged to the bank will be actual hours the employee is away hour for hour, 10 hours for an entire day shift, and 14 hours for an entire night shift.
9. All comp requests shall be granted on a first come, first serve basis. Employees may take comp hours so long as minimum staffing is not violated. (Example: if 3 employees are on a group, 1 employee may use comp hours at any given hour). If another employee on that group is already scheduled off with either comp time or vacation time, the second employee will be required to secure their own replacement via a shift or hour swap. If a conflict arises in scheduling that cannot be worked out between individuals, the appropriate Career Lieutenant will make the decision based on seniority and who requested off first.
10. Employees who are out of work due to sickness, injury, bereavement, jury duty, or administrative leave at the behalf of the District will not be counted as being 'off' for the purposes of approving Comp Time release to another employee.
11. Up to 24 hours of Comp Time may be rolled into the following years comp bank annually.


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ARTICLE 29

SAVINGS CLAUSE

1. If any provision of this Agreement is found to be in contravention of any applicable law, such provision of this Agreement shall be invalid and superseded by the applicable law.
2. All other provisions of this Agreement shall continue in full force and effect and shall not be impaired or affected by such invalidity.


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Labor Agreement 2010-2012
36


By District

ARTICLE 30

SICK LEAVE

1. On-duty and service connected illness or injury:
 - a. Sick leave for an on-duty and service connected injury or illness will be provided by the district as required by law, subject to the terms, conditions, and limitations of the Workman's Compensation Law and pursuant to the guidelines of General Municipal Law 207 a.
2. Off-duty and non-service connected illness or injury:
 - a. An Employee on sick leave for off-duty or non-service connected illness or injury that prevents the Employee from working will receive 6 months of sick time in which the District will pay the employee 100% of salary. After the first 6 months have been exhausted, an additional 6 months at half-pay will be available if the Employee is unable to return to duty.
3. Off duty or non-service related illness or injury:
 - a. Short Term: Any off duty or non-service connected illness or injury in which the employee is absent from work for up to and including eight (8) consecutive work days/nights (2 weeks). This time will have no effect on comp bank hours.
 - b. Long Term: Any off-duty or non-service connected illness or injury in which the employee is absent from work for nine (9) or more consecutive work days/nights. Starting on the 9th day, Comp Time will be withdrawn from the employees comp bank for each day absent at the rate of 10 hours per day and 14 hours per night until the comp bank is exhausted. Comp time will not be earned during long term sick time.
4. On duty and service connected illness or injury:
 - a. Short Term: An illness or injury in which the employee is absent from work for up to and including eight (8) consecutive work days/nights (2 weeks). This time will have no effect on comp bank hours.
 - b. Long Term: An illness or injury in which the employee is absent from work in excess of eight (8) consecutive days/nights (2 weeks). This will result in a "loss of accrual" of comp hours at a rate of ½ hour per shift. As the bulk of comp hours are "fronted" at the beginning of the year, this will result in ½ hour being deducted from the employee's comp bank for each shift.
5. Newly hired Employees (probationary Employees) with less than 6 months of service for a transfer or less than 12 months of service for a new civil service hire will only have 4 days (48 hours) of sick time for off duty or non-service connected illness or injury until their probationary period ends, at which time paragraphs 1 and 2 will apply.


By Union

Labor Agreement 2010-2012

37


By District

6. An Employee who is unable to appear for his/her scheduled work shift due to personal illness or injury, shall notify the on duty staff as soon as possible before the start of the Employees work day/night.
7. An Employee who believes that his/her injury or illness was sustained on-duty or service connected shall submit an injury report to the Employer's Personnel Committee within twenty-four (24) hours of the injury, onset, reoccurrence or illness. Such report will be made on a form mutually agreed upon by both the Employer and the Association.
8. As a condition precedent for receiving any sick pay, the Employee must cooperate with all medical referrals and treatments. The Employee must accept light or limited duty assignments if offered. The Board of Fire Commissioners will discontinue sick leave if the District Physician determines there is no reasonable chance the Employee will return to work without limitations or with limitations acceptable to and approved by the Board of Fire Commissioners.
9. The District shall be entitled to reimbursement for sick leave from the Employee, should the Employee recover damages from a third party responsible for the Employee's loss of wages, or may recover the loss of wages directly from the third party.


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Labor Agreement 2010-2012

38


By District

ARTICLE 31

VACATION

1. Vacation allowance will be in accordance with the following provisions:

Any Employee working any shifts as defined in Article 17 shall be credited with the following vacation allowances:

- Completion of One year of Service 4 days (48 hours)
- Completion of Two years of Service 8 days (96 hours)
- Completion of Five years of Service 12 days (144 hours)
- Completion of Ten years of Service 16 days (192 hours)
- Completion of Fifteen years of Service 18 days (216 hours)
- Completion of Twenty years of Service 20 days (240 hours)

2. Vacation time must be taken in the form of full day intervals. All vacation requests must be submitted to the appropriate Career Lieutenant with a minimum of two (2) weeks notice. Exceptions to this will be at the discretion of the appropriate Career Lieutenant.
3. All vacation requests shall be granted on a first come, first serve basis. Employees may take vacation days so long as minimum staffing is not violated. (Example: if 3 employees are on a group, 1 employee may schedule a vacation day). If another employee on that group is already scheduled off with either comp time or vacation time, the second employee will be required to secure their own replacement via a shift or hour swap. If a conflict arises in scheduling that cannot be worked out between individuals involved, the appropriate Career Lieutenant will make the decision based on seniority and who requested off first.
4. Employees who are out of work due to sickness, injury, bereavement, jury duty, or administrative leave at the behalf of the District will not be counted as being 'off' for the purposes of approving Vacation Time release to another employee.
5. All unused or unscheduled vacation time not used by the Employee shall be paid to the Employee on the first pay period following the Employee's anniversary date, at the Employee's hourly rate, and at 12 hours per unused day.
6. Any requests for more than 96 consecutive hours of vacation time shall be approved by a commissioner.

ARTICLE 32

SALARY, LONGEVITY, EMT, AND ACTING LT. PAY

1. Firefighter covered under this contract shall be paid the following **base pay salaries**:

	2010	Hourly	2011	Hourly	2012	Hourly
Start	\$36,162.00	\$17.39	\$36,162.00	\$17.39	\$36,162.00	\$17.39
After 1 Year	\$42,662.41	\$20.51	\$43,942.29	\$21.13	\$45,260.56	\$21.76
After 2 Years	\$49,848.79	\$23.97	\$51,344.25	\$24.68	\$52,884.58	\$25.43
After 3 Years	\$57,034.04	\$27.42	\$58,745.06	\$28.24	\$60,507.41	\$29.09
After 4 Years	\$64,218.15	\$30.87	\$66,144.70	\$31.80	\$68,129.04	\$32.75

The district shall have 30 days from ratification of this document to provide to the employees any and all retroactive pay.

2. **Longevity Pay** based upon seniority shall be paid annually, in one lump sum, on the first pay period following the Employees anniversary date.
- 5 Years \$500.00
 - 10 Years \$1,000.00
 - 15 Years \$1,500.00
 - 20 Years \$2,000.00
 - 25 Years \$2,500.00
3. **Emergency Medical Technician** certification and recertification (every 3 years) is a requirement and condition of continued employment for Firefighters. Required classes for maintaining EMT-B certification will be completed without additional compensation from the District. The District reserves the right to not assign any employee work hours or shift times until the employee completes his certification or re-certification. It is understood that the employee will not receive pay for any hours not assigned and thus worked.
4. **Acting District Lieutenant:**
- a. In the event that a Career Lieutenant is off duty for less than 2 consecutive "Tricks" (2 days & 2 nights each), a career firefighter may assume the role of "Acting Lieutenant" at the discretion of the Fire Chief or his/her replacement. An exception to this will be when a Career Lieutenant is off for his/her entire day shift on a weekday (Monday through Friday). In this instance, the Fire Chief or his/her replacement will select a member of the Career Staff who will assume the position of Acting Lieutenant. It remains the discretion of the District Chief to fill a partial shift.


By Union

Labor Agreement 2010-2012

40


By District

- b. In the event that a Career Lieutenant is off duty for more than 2 consecutive "Tricks" (2 days & 2 nights each) a career firefighter will be selected to assume the role of Acting Lieutenant for the duration of the Lieutenant's absence. It will be at the discretion of the Fire Chief or his/her replacement & the District Commissioner in charge of Personnel to select the replacement.
- c. Eligibility & Priority Order:
 - 1. Firefighter must be from the ranks of Ridge Culver Career Staff
 - 2. Firefighter is on the Monroe County Civil Service Lieutenant's list
 - 3. Complete "Intro to Fire Officer" and "Fire Officer 1" within 1 year of the beginning of this Policy.
 - 4. Non Probationary
 - 5. Firefighter must be willing to fulfill all responsibilities of the absent Lieutenant.
- d. Compensation: The Acting Lieutenant will maintain their current benefits spelled out in the contract with an additional 10% increase to their current base pay for the hours worked in that position.
- e. Accountability: In the event that a Lieutenant's shift has not been filled with an acting Lieutenant for any reason, the firefighters for that particular shift shall be required to perform to the best of their abilities based on education, training and experience.


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Labor Agreement 2010-2012

41


By District

TERMS OF AGREEMENT

1. The provisions of this Agreement shall become effective January 1, 2010 and shall continue in full force and effect until midnight December 31, 2012.
2. If any provision of this Agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder of the Agreement shall be continued in full force and effect as if the unlawful provision had not been included.
3. The terms Employee, unit member, and Firefighter are used throughout this agreement. It is understood that these terms as used herein are interchangeable, and refer only to the members covered by this collective bargaining agreement set forth in Article 1 and 2.
4. Both parties agree that they have had the full opportunity to negotiate with respect to all mandatory subjects for bargaining, whether contained herein or not, or whether or not discussed during negotiations will not be reopened during the life of this Agreement except by mutual consent.
5. No amendment or alteration of the Agreement shall be binding unless it is in writing and signed by the Chairman of the Board of Fire Commissioners, or his/her duly authorized representative, and the President of the Union, or his/her authorized representative, after ratification by the membership.
6. The parties mutually agree that negotiations for the contract year 2013 will commence on or about June 1, 2012.
7. In the event that the District and the union are unable to reach a new agreement by December 31, 2012, it is agreed that all benefits, terms and conditions of this contract shall remain in effect until a new agreement is reached. If no agreement is reached, both parties agree to go to a mutually agreeable arbitrator. The decision of the arbitrator shall be final and binding upon both parties. This shall only come into effect if current appropriate arbitration legislation is not available.
8. It is further agreed that in the event that there is such a contract lapse, the Union will not assist or participate in any strike, work slowdown, or other concerted refusal to work, or impose an obligation upon its membership to conduct, assist, or participate in such a strike, work slowdown, or other concerted refusal to work.

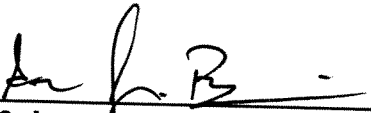

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Labor Agreement 2010-2012
42


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SIGNATURE PAGE

**Ridge-Culver Professional Fire
Fighters Association
IAFF Local 4176 AFL/CIO**



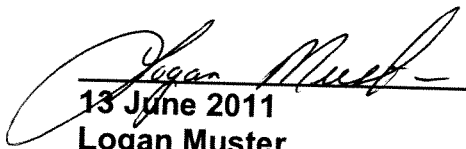
**13 June 2011
Aaron Biscaro
President**

Ridge-Culver Fire District



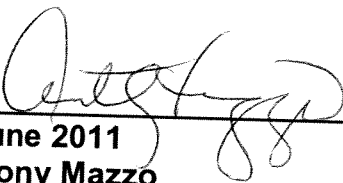
**13 June 2011
Joseph Campanella
Commissioner**

**Ridge-Culver Professional Fire
Fighters Association
IAFF Local 4176 AFL/CIO**



**13 June 2011
Logan Muster
Vice President**

Ridge-Culver Fire District



**13 June 2011
Anthony Mazzo
Commissioner**