

AGREEMENT

VILLAGE OF MASSENA
&
MASSENA PERMANENT FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, INC.
LOCAL #2220

JUNE 1, 2020 THRU MAY 31, 2023

Massena Permanent Fire Fighters - June 1, 2020 through May 31, 2023

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ARTICLE I- APPLICABLE LAW

1. This agreement is subject to Public Employment Act, the other provisions of the Civil Service Law, Judiciary Law, Civil Practices Law and Rules, Local Laws and Ordinances of the Village of Massena, hereinafter known as the "Village" not inconsistent with said act and shall govern the terms and provisions of this Agreement.
2. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
3. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.
4. 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 thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II- RECOGNITION

1. The Village recognizes the International Association of Fire Fighters, Inc., hereinafter known as the "Association", as the sole and exclusive representative for the paid Fire Fighters of the Village of Massena.
2. The Village Treasurer will remit to the Treasurer of the Association, once every week, regular membership dues from those employees who have signed an authorization permitting such payroll deductions and filed same with the Village Treasurer. Any present or future employee who is not a member of the Union shall pay the Union a weekly service charge as a contribution toward the administration of this Agreement. This charge will be equal to the weekly Union dues paid by Union members.
3. Authorization of said deduction shall not terminate while the employee is covered by this agreement.
4. The Village agrees that the Association shall be the sole and exclusive representative for the paid Fire Fighters of the Village of Massena for the purpose of collective bargaining from the 1st day of June, 2020 until the 31st day of May, 2023.
5. The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE III -MANAGEMENT RIGHTS

1. Management Rights do not supersede Civil Service, State Laws and Federal Laws.
2. The following rights are the sole responsibility of the Village of Massena:
 - A. to hire, maintain order and efficiency;
 - B. to promote, discipline and discharge for just cause;
 - C. to instruct its' employees as to their normal duties and assignments within the Fire Department.
 - D. The Union recognizes these rights and responsibilities belonging solely to the Village of Massena
 - E. Claims for unjust treatment or discipline are subject to the grievance procedure.

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3. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village of Massena are retained by it, including but not limited to: the right to determine the mission, purposes, objectives and policies of the Village, to determine the facilities, methods, means and number of personnel required for the conduct of Village programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotions, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE IV - COLLECTIVE BARGAINING UNIT

1. All employees of the Fire Fighters Association will make up the bargaining unit.

ARTICLE V - BEREAVEMENT LEAVE

1. Employees, upon request, shall be entitled to three-(3) days leave for a death in the immediate family. Such days must fall within one seven (7) consecutive day period, encompassing either the death or the funeral or memorial service in lieu of funeral. One day may be carried over for spring-time burial. Payment shall be made at the employee's regular straight time hourly rate. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.
2. Bereavement leave shall consist of up to three (3) consecutive working days. This leave shall include the day of the funeral or memorial service in place of a funeral. Application for additional time under special circumstances may be brought to the attention of the Mayor or acting mayor for his/her consideration.
3. Immediate family to consist of the following: Spouse, Father, Mother, Children, Brother, Sister,, Immediate In-Laws (mother, father, sister, brother son and daughter), Stepchild, Stepparents, Step-brother, Step-Sister, Grandparents, Grandchildren, and Grandparent-In-Law.

ARTICLE VI - VACATION

1. All earned vacation, except accumulated, must be taken between January 1st and December 31st of each year. All requests are subject to approval after consideration of the employee's responsibilities and the needs of the Village. Any unscheduled vacation may be taken with a minimum of thirty-four (34) hours notice.

A. AFTER ONE (1) YEAR OF SERVICE	90 HOURS
B. AFTER FOUR (4) YEARS OF SERVICE	135 HOURS
C. AFTER EIGHT (8) YEARS OF SERVICE	180 HOURS
D. AFTERTWELVE(12)YEARSOF SERVICE	225 HOURS
2. In establishing the above vacation period, one week (45 hours) is the amount negotiated and agreed upon by both parties during the collective bargaining process. All vacation time shall be computed in hours. Therefore, all employees will be charged their actual scheduled hours worked during a workweek -48, 38, or 34.
3. Accumulated earned vacation time will be paid to an employee upon their retirement or termination for any reason, at the hourly rate earned at the time of separation. Vacation to be taken Wednesday through Tuesday. An employee can carry over earned vacation from one year to the next, however, this accumulated vacation cannot exceed one hundred and eighty (180) hours.

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TO BE USED AFTER SICK LEAVE EXPIRES
CAN BE USED AS VACATION AFTER ALL REGULAR VACATION SCHEDULED
VACATION ACCUMULATED TO BE PAID AT RATE EARNED

ARTICLE VII - HOLIDAYS

1. The following shall be recognized as paid holidays for the purpose of this Agreement and shall be applicable to all Association members:

NEW YEAR'S DAY

LABOR DAY

PRESIDENT'S DAY

COLUMBUS DAY

GOOD FRIDAY

VETERAN'S DAY

MEMORIAL DAY

THANKSGIVING DAY

FLAG DAY

CHRISTMAS DAY

INDEPENDENCE DAY

2. HOLIDAY PAY: Employees not working the holiday shall be paid eight (8) hours holiday pay at regular rate. Employees working a holiday shall be paid ten (10) hours holiday pay at time-and-one-half for a day shift and fourteen hours holiday pay at time-and-one-half for a night shift plus hours worked.

HOLIDAYS SHALL BEGIN AT 6:00 A.M. THE MORNING OF THE HOLIDAY AND CONCLUDE AT 6:00 A.M. THE FOLLOWING MORNING.

ARTICLE VIII- PERSONAL DAYS

1. Each member of the Association will be entitled to two (2) personal days per contract year. One day total may be carried over from one year to the next.
2. If a member of the Association utilizes their personal day they will not be required to give prior notice.

ARTICLE IX -JURY DUTY

1. If a member of the Association is called for jury duty, and this civil obligation conflicts with their regularly scheduled shift, ~~he~~ they will be paid their full hourly rate for scheduled time missed. Employee must bring back proof of court notice and hearing, start and dismissal times.
2. If the employee is scheduled for an additional/overtime shift (in excess of 42 hours), the association will schedule a member to replace the person called for jury duty. The employee will not receive wages for the time on jury duty.
3. For jury duty within the local area (a 40 mile radius of the Village of Massena), the employee will be excused from the regularly scheduled shift two (2) hours prior to scheduled jury appearance. If the employee is scheduled for the 4:00 p.m. to 6:00 a.m. shift, and arrangements cannot be made to place them on the 6:00 a.m. to 4:00 p.m. shift, the employee will be excused from work at 10:00 p.m. the evening prior jury duty. The employee will be paid for the hours missed.

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4. After the employee is dismissed from local area jury duty they are required to return to work, they will report back to work within one hour after dismissal. If the employee is scheduled for the 4:00 p.m. to 6:00 a.m. shift, the employee will report for the start of the scheduled shift or within one hour of dismissal.
5. If jury duty is outside the local area as defined above, the employee will be excused from the regularly scheduled shift for the duration of the jury commitment and shall return to the next regularly scheduled shift following the completion of the jury duty.

ARTICLE X- SICK LEAVE REGULATIONS

1. PURPOSE:

The purpose of these regulations is to establish uniform provisions for sick leave applicable to the Association of the Village of Massena.

2. DEFINITIONS:

The term employee shall include all employees who constitute the bargaining unit as defined in Article IV of the Agreement. Seasonal or temporary employees are specifically excluded from this coverage under this sick leave plan.

3. GENERAL PROVISIONS:

A. Absence from duty by an employee of the Association of the Village of Massena by reason of sickness or disability of himself shall be allowed as provided in this section and not otherwise. Absence from duty for such reasons shall be considered and known as sick leave.

B. Four (4) sick days out of the annual twelve (12) may be used for sickness in the immediate family, which shall be deducted from accumulated sick credits. The foreman may request certification from a doctor verifying such illness within a reasonable time. Immediate family shall consist of parent, spouse or child.

4. ELIGIBILITY REQUIREMENTS:

A. Subject to the terms and conditions hereafter provided, in addition to any annual vacations and holidays, all members of the Association of the Village of Massena Fire Department who have regularly and continuously been employed for a period of six (6) months prior to the request for sick leave, shall be allowed to accumulate twelve (12) hours for every month starting with the seventh month of continuous service. A member may accumulate a possible total one hundred and forty-four (144) hours per year.

B. Sick leave may be accumulated to maximum of two thousand (2000) hours.

C. No employee shall receive any part of their compensation while absent from duty because of sickness or disability except as herein provided.

D. In the event of absence with pay because of illness or disability, the number of hours of such absence during any calendar year shall be charged against sick leave credit provided the employee is not on compensation.

E. Effective January 01, 1983, all used sick leave will be computed in hours. Time deducted for sick leave will be at a rate of one (1) hour for every scheduled hour worked.

F. An accumulated sick leave pool is established by the Association in the event an employee exhausts his accrued sick time and is still unable to return to work. It shall be the Association's responsibility to maintain and administer this pool.

5. PROOF OF SICKNESS OR DISABILITY:

- A. Any employee who is unable to report for duty because of illness or disability, shall immediately notify the fire station of the fact and shall state the nature of his illness or disability or in the event the employee is unable to do so on their own behalf, a responsible person may make this report for him.
- B. Upon returning to work, the employee he shall present to his department head a letter or written statement from the attending physician attesting to such illness or disability if it is in excess of two (2) shifts. In the absence of such a letter, time lost shall not be considered sick leave and such employee shall not be entitled to receive compensation for days not worked.

6. COMPENSATION BENEFITS:

In the event of illness or disability which is covered under worker's compensation a person shall elect, in writing, to be filed with their department head, whether the employee he desires to draw worker's compensation benefits or draw on their sick leave with pay during the period of sickness or disability. Under no circumstances shall sick leave be paid while compensation benefits are being drawn.

7. PENALTIES:

- A. When an employee, because of sickness or disability, is required to remain away from their job beyond their sick leave allowance, the department head, in their his judgement, may petition the Village Board that additional sick leave with pay be granted, due consideration being given to the employee's service prior to the effective date of this regulation.
- B. Allowable and allowed sick time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, their accumulated and unused sick time shall be canceled and not paid for.
- C. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed a just cause for disciplinary action.

8. UNUSED SICK LEAVE CREDIT AT RETIREMENT: In accordance with the rules and regulations of the New York State Police and Fire Retirement System, an employee at the time of their his retirement from the Village of Massena may add to their retirement service credit equal to the unused sick credit remaining on the day immediately prior to their his retirement. Such sick leave credit shall not exceed two thousand (2000) hours.

9. PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT: For the life of this Agreement, a cash payment for the accumulated sick time at retirement or death shall be based upon the sliding scale below using current hourly rate:

200 TO 400HOURS-PAY FOR 20% OF ACCUMULATED DAYS

401 TO 800HOURS-PAY FOR 25% OF ACCUMULATED DAYS

801 TO 1000 HOURS -PAY FOR 30% OF ACCUMULATED DAYS

1001 TO 2000HOURS-PAY FOR 55% OF ACCUMULATED DAYS

ARTICLE XI- HEALTH INSURANCE

A. The employees covered under this Agreement (and their eligible dependents based upon plan eligibility and village policy guidelines) will be eligible to participate in a Village provided major medical, dental, and vision care health plan with major medical premium contribution by the employee as outlined below.

Effective June 1, 2020 an employee shall pay 7% of the premium based on whichever coverage in which they are enrolled. Effective June 1, 2021 an employee shall pay 7.5% of the premium based on whichever coverage in which they are enrolled, Effective June 1, 2022 an employee shall pay 8% of the premium based on whichever coverage in which they are enrolled.

The major medical health plan provided by the Village shall be the Excellus SimplyBlue Plus Platinum 2 or may be an equitable plan to the 2018 NYSHIP Participating Agency Empire Plan. In addition, to cover the increased out-of-pocket costs, the Village agrees to reimburse employees the copay difference between the Excellus SimplyBlue Plus Platinum 2 and the 2018 Participating Agency NYSHIP Empire Plan benefit design for the following categories (Chart Below): Inpatient Hospital, Emergency Room, Ambulance, Outpatient Surgery, Radiation, Chemotherapy, and Durable Medical Equipment.

In Addition, for employees or dependent enrolled in the Empire Plan Infertility Center of Excellence Program as of September 30, 2018, the Village agrees to reimburse for services that may not be covered by the Excellus SimplyBlue Plus Platinum 2 plan, such as In Vitro Fertilization, up to the Empire Plan maximum lifetime benefit of \$50,000 per covered individual. All other coverage of infertility benefits shall follow the Excellus SimplyBlue Plus Platinum 2 benefit plan. The hearing aid benefit under the Excellus SimplyBlue Plus Platinum 2 shall be considered equitable to the NYSHIP Empire Plan hearing aid benefit. The current dental and vision care plans shall be administered by the CSEA Employee Benefit Fund and commonly referred to as the "CSEA Horizon" plan and "CSEA Platinum 12" plan.

Note: The CSEA Dental and Vision Plans are only applicable if the CSEA Local 1000 AFSCME Massena Unit # 8407 participates.

Benefit	2019 NYSHIP	Excellus SimplyBlue Plus Plat 2
Inpatient Hospital	Covered in Full	\$250 per admission
Emergency Room	\$100	\$150
Ambulance	\$70	\$150
Outpatient Surgery	\$95 OP Hospital \$50 Ambulatory Surgery Center \$70 Physician Office Visit	\$150

Radiation	Covered in Full	\$25
Chemotherapy	Covered in Full	\$15
Durable Medical Equipment	Covered in Full	Covered at 50%
Advanced Imaging (MRI, PET, etc...)	\$50	\$100

*Includes any applicable inpatient hospital copayment including, but not limited, to general hospital benefits, maternity services, mental health, substance abuse, skilled nursing services and hospice care.

B. The Plans may change in provider and/or coverage, through no intentional action by the Village, including, but not limited to, co-pays, deductibles, and network providers. The Village reserves the right to review plans and to explore and/or propose alternate healthcare options at any time. The Massena Permanent Firefighters Local #2220 agrees to participate in the review and proposal/selection of alternate plans. Actual Implementation of an alternate plan would result in the reopening of this agreement for healthcare only.

C. The Vision Care program shall be administered by the CSEA Employee Benefit Fund and shall be the program commonly referred to as the "CSEA Platinum 12". Retiree's may participate in the vision care program provided; cost will be borne solely by the retiree.

D. The Dental Care program shall be administered by the CSEA Employee Benefit Fund and shall be the program commonly referred to as the "CSEA Horizon".

E. Upon retirement, and regardless of age of the retiree, prior to June 1, 2018, the Village shall continue to provide major medical health, and dental, and catastrophic plans to said retiree and their eligible dependents on the same basis as the Village provides said coverage to active employees including applicable premium contributions at the same rate as the employee contributed at the time of retirement until Medicare Eligible. However, the Village shall pay 100% of the Health insurance premium when an employee retires with either 30 years of service or has reached the age 55. Upon becoming Medicare eligible by either age or medical condition, the retiree or dependent must enroll in Medicare Parts A & B at which time the Village shall provide, at the retiree's option, either the current active employee health plan, a Medicare Advantage Plan with the same or better benefits than the active employee health plan, with the same or lower costs to the retiree/spouse or AARP Medicare Supplement Plan "F". If the option of AARP Medicare Supplement Plan "F" is Chosen, retiree and/or dependent is required to be a member of AARP.

Effective June 1, 2018, only bargaining unit employees with 10 years of service with the Village will

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be eligible for retiree health insurance. The Village shall continue to provide health, dental, and catastrophic plans to said retiree and their eligible dependents on the same basis as the Village provide said coverage to active employee, including applicable premium contributions, only bargaining unit employees with 30 years of service with the Village are eligible to receive retiree health insurance with no employee contributions. Upon becoming Medicare eligible by either age or medical condition, the Retiree's option, either the current active employee health plan, a Medicare Advantage Plan with the same or better benefits than the active employee health plan, with the same or lower costs to the retiree/spouse, or AARP Medicare Supplement Plan "F". Retiree and/or dependent is required to be a member of the AARP.

NOTE: The Medicare Advantage Plan shall offer coverage for retirees residing in and out-of-area.

NOTE: The Retiree must be enrolled in order for the dependents to be covered. (I.E. The Retiree over 65 must be on a Village plan if a dependent under 65 is to be covered).

F. Any employee may waive coverage under the Village's health insurance plan, provided the employee is covered by insurance other than the Village. The Village will pay an annual sum of \$5,000.00 to each employee (\$2,500.00 per spouse when both are employees of the Village of Massena) who elects this option. To take advantage of the buyout clause only during open enrollment and any changes during the benefit year will be prorated. Employees must notify the Village in writing 30 days prior to the start of the Plan Year. Employees and their dependent will not be eligible under any circumstances for coverage or reimbursement for any medical costs during the Plan Year.

G. The Village will Provide Life insurance to active Employees as follows:

Employee - \$15,000.00

Spouse - \$6,000.00

Dependent - \$1,000.00 (Live Birth to Six Months), \$5,000.00 (6 months to 23 Years)

H. As a continuation of the practice in place as of January 1, 2018, if an active employee with at least 10 years of service to the village becomes deceased or a retiree who was employed by the village at the time of retirement and had completed 10 years of active service with the village prior to his or her death, the surviving dependent(s) is eligible to continue health benefits with the Village under the same plan options offered to active employees and retirees, including Medicare eligible retirees. The enrolled spouse of a deceased member shall be eligible for coverage for as he or she remains unmarried. The enrolled dependent children of a deceased member continue eligibility for coverage for as long as they would have qualified as dependents had the enrollee lived. For dependents of a deceased active employee, the premium cost of such coverage will continue to be at the same rate as the costs applied to other active employees. For dependents of a retiree, the premium cost of such coverage shall remain at the same rate as the predeceased retiree.

I. Medicare Part B Reimbursement: The Village shall reimburse the Medicare Part 8 premium,

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including amounts subject to the Medicare Income-Related Monthly Adjustment Amounts (IRMAA),
for each enrollee who is eligible for primary benefits under Medicare Part B (I.E. Retiree, Spouse or
other eligible dependent of retiree, including dependent survivors).

ARTICLE XII - SENIORITY

1. Seniority shall be defined as a period of continuous service. For the purpose of this definition, length of continuous service shall mean time employed continuously by the Village of Massena. Employee seniority shall commence on the date of his/her last hiring. Job openings to be posted same job classification, seniority to prevail if qualified.
2. Regular rate of pay shall be defined as any time worked up to fifty-three (53) hours. Rate of pay at one and one half hours shall be defined as any time worked in excess of fifty-three hours (53) hours per work week. The work week shall be defined as a period of time commencing at 6:00 a.m. on Wednesday and ending at 5:59 a.m. on the following Wednesday.
3. The Working Foreman will work a regular rotating shift.
4. The junior member of the Association will work day-shifts (Wednesday to Tuesday) not more than 42 hours per pay period (the 42 hours does not include overtime shifts, fire calls and training) when not covering a shift. Shifts to be designated by the Foreman.
5. Relief shifts will be covered by the junior member of the Association (day-shifts 10 hours, 6am to 3:59pm, night-shifts 14 hours, 4pm to 5:59am).
6. When covering relief shifts the junior member of the Association will not exceed 56 hours in one week.
7. Relief shifts are all shifts that need to be filled that have been given ten (10) or more hours of notice. Any shift that needs to be filled with less than ten (10) hours of notice shall be an overtime shift.
8. All hours worked in shift trades by covered employees will be excluded in the calculations of overtime provided all requests for trades have been subject to approval after consideration of the employee's responsibilities and the needs of the Village.
9. All overtime shifts will be covered by members of the Association.
10. In the event no member of the association accepts an overtime shift, the Foreman may work the overtime shift. If the Foreman doesn't accept the overtime shift, the available junior member of the association that does not have an overtime shift in the same pay period will be forced to work the shift.
11. The Association will administer all overtime as authorized by the Foreman or their designee.

ARTICLE XIII- CALL-IN PAY

1. When an employee is called into work, he or she shall be paid for all hours worked but not less than one and one-half (1 ½) hours. Any time worked in excess of one and one-half (1 ½) hour will be paid in half hour (½) increments. (example #1: one hour and thirty five minutes would be reimbursed as 2 hours at the applicable rate of pay) (example #2; one hour and twenty five minutes would be reimbursed as 1 ½ hours at the applicable rate of pay)
2. In the event that it is necessary for off duty members of the Association to respond to the emergency backup system on a holiday, they will receive one and one-half times the rate of pay for all hours worked but not less than one and one-half (1 ½) hour.
3. If an employee worked before or after his or her regularly scheduled shift for four (4) or more continuous hours or worked a combination of hours before and after his or her regularly scheduled shift for a total of four (4) hours or more, the employee shall be entitled to a meal allowance consistent with that provided in the Village's Employee Handbook.
4. To the maximum extent possible, all training drills will be conducted during the Association member's regular shift. If for any reason this cannot be accomplished and Association members are called in during their off time, they will be paid straight time for any training drills. In addition, employees called in to assist in parades and other civic activities shall be paid straight time for this service.

ARTICLE XIV -RETIREMENT

1. The New York State non-contributory plan of the New York State Police and Fire Retirement System known as Section 375(1), 384 F.G.H. and 384-D The Special 20 year plan.

ARTICLE XV -GRIEVANCE PROCEDURES

1. Should an employee feel that a contract violation has occurred, he or she and/or their representative may present their grievance to the proper representative of the Association who will give it prompt and thorough consideration. This may include any differences of opinion between representatives of the Village and the Association representatives regarding interpretation or operation of any provision of this Agreement.
2. Step 1: An employee who alleges to have a grievance shall present their grievance in writing to the supervisor within five (5) days after the grievance occurs. Any grievance not filed within five (5) calendar days of the occurrence shall be deemed abandoned. The supervisor shall give a written response within five (5) days of the receipt of the grievance. If the grievance is not satisfactorily settled, the Union may proceed to Step 2.
3. Step 2: The grievance may then be appealed to the Village Board. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts related thereto. The Village Board or its' representatives shall hold a hearing within seven (7) days after receiving the request and supporting facts from the employee. The Village Board shall render its' decision within seven (7) days in writing, after the close of the hearing. (The time limits stipulated above may be extended by mutual agreement of the parties concerned.)
4. Step 3: Failing satisfactory adjustment, the Union will notify the Village Board within seven (7) days if they wish to arbitrate.

ARTICLE XVI - ARBITRATION

1. **SCOPE:** Not all grievances are subject to arbitration. The scope of arbitration and the jurisdiction of the arbitrator are determined under "Jurisdiction of the Arbitrator".
2. Grievances may be submitted to arbitration after the grievance procedure is exhausted, subject to the following principles and procedures.
3. **SELECTION OF THE ARBITRATOR:** A committee consisting of a representative from the Association and a representative of the Village Board shall mutually agree upon the selection of a wholly disinterested arbitrator from a list submitted to them by the Public Employee Relations Board (PERB).
4. **DUTIES OF THE ARBITRATOR:** It shall be the duty of the arbitrator to hear disputes on subjects within their jurisdiction certified to them by the Association, or the Village Board after the grievance procedure of this Agreement has been exhausted. Such hearings shall be held in Massena, New York, unless the Association and the Village Board unanimously approve another place. The arbitrator will hear the case or cases in full with the findings of fact, conclusions, and recommendations and shall render a decision, which shall be final and binding upon the parties.
5. **JURISDICTION OF THE ARBITRATOR:**
 - A. The arbitrator shall regard the provisions of this Agreement as basic principles and fundamentals of the law governing the relationship of the parties. The arbitrator's function is to interpret the provisions of this Agreement and to decide cases of alleged violations of such provisions. The arbitrator shall not supplement, enlarge, diminish or alter the scope of the meaning of this agreement as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine his jurisdiction).
 - B. Whenever the arbitrator determines that the subject of dispute is, or a decision, or award thereon would be beyond their jurisdiction, or would contravene this Section, he or she shall dispose of the case by reducing such determination to writing and may then return the dispute to the parties.
6. **COST:** The compensation of each party's representatives shall be borne by said parties. The compensation and expense of the arbitrator shall be borne equally by both parties.
7. **RULES:** The arbitrator shall make such rules and regulations for the conduct of his or her business as do not conflict with these provisions.

ARTICLE XVII - RECIPROCAL RIGHTS

1. The employer recognizes the right of the employee to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions of this Agreement, grievances and disputes as to the terms of this Agreement, and to visit employees during working hours, but shall not conflict with normal fire station duties. Such employee representatives shall also be permitted to appear before the Board of Trustees at public hearings upon the request of the employees.
2. The Village and the Union shall also administer its' obligations in this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, religion, disability or sexual orientation or any other factor covered by applicable law.

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3. The Association shall have the right to post notices and other communications on bulletin boards and maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Mayor or their designee. The officers and agents of the Association shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

ARTICLE XVIII- WORKING CONDITIONS

1. The Village shall notify the Association two (2) weeks in advance of any change in the job classifications, except where such change is required because of an emergency or major disaster over which the employer has no control.
2. There shall be weekly paychecks issued based on forty-two (42) hours per week.
3. The regular scheduled 10 - 14 hour shift will remain in effect = dayshift: 6:00 a.m. to 4:00 p.m.; nightshift: 4:00 p.m. to 6:00 a.m.
4. A boot/dry cleaning allowance of one hundred and fifty dollars (\$150.00) per employee is to be paid in accordance with normal payroll procedures. This procedure shall continue each June 01 during the period of this Agreement.
5. The Village shall replace an employee's boots if destroyed by fire in the course of employment.
6. The Village will supply uniforms as needed to employees and employees will maintain uniforms. The Village of Massena shall phase in (2 sets/year) of NFPA compliant interior firefighter equipment to members based upon seniority or as needed.
7. The Village will provide up to a \$150.00 "one time" reimbursement towards the purchase of a dress uniform. The dress uniform style must be mutually agreeable between the Village and Union. The employee must submit proof of purchase to be eligible for the reimbursement. Employees will be responsible for the cleaning and maintenance of the dress uniform.
8. The Village will staff the Fire Department with not less than eight (8) Association members and one (1) Working Foreman during the period of this Agreement.
9. Only Association members and the Working Foreman shall drive and operate all fire vehicles.
10. Massena Paid Firefighters/firedrivers may perform monthly hydrant operational tests and flushing in cooperation with the Department of Public Works (DPW). DPW personnel shall perform annual flushing of hydrants. Removal of snow around fire hydrants may be accomplished manually by the fire department. DPW personnel shall operate any heavy equipment required to remove snow from around the fire hydrants.
11. The Village will provide one winter coat to each bargaining unit member once every three years.

ARTICLE XIX -LEGAL RIGHTS

Nothing in this Agreement shall be construed as waiving any right or protection granted to the Village, the Association or any employee under any applicable federal or state law.

ARTICLE XX -LONGEVITY

1. Longevity (10,15,20 years) must be completed during the year June 01 through May 31. Longevity shall be paid on the employee's anniversary date:

10 YEARS -\$600.00

15 YEARS -\$800.00

20 YEARS -\$1,000.00

ARTICLE XXI -GRADE ASSIGNMENT AND JOB CLASSIFICATION

<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>GRADE</u>
FIRE	FIRE FIGHTER- FIRE TRUCK DRIVER	12

1. Upon an employee successfully passing the St. Lawrence County Civil Service Exam and successfully completing the Recruit Firefighter Training Program at the New York State Fire Academy for the above position, their grade classification will automatically change to Grade 14.

a. An employee who, at the time of appointment, already possess their NYS 229 Firefighter Certification as described in NYCRR Part 426, Minimum Standards for Firefighting Personnel, shall be exempt from the requirement of attending the Recruit Firefighter Training Program at the New York State Fire Academy, and shall have the Grade 14 Classification.

2. The table shown below reflects the rates corresponding with Grades 12 and 14 respectively.

WAGES:

THE WAGE INCREASES ARE AS FOLLOWS:

EFFECTIVE JUNE 1, 2020 A 2% INCREASE

EFFECTIVE JUNE 1, 2021 A 2% INCREASE in addition each member shall receive a onetime payment of \$250

EFFECTIVE JUNE 1 2022 A 2% INCREASE in addition each member shall receive a onetime payment of \$400

SALARY SCHEDULE

	Contract Year 2020 - 2021	Contract Year 2021 - 2022	Contract Year 2022 - 2023
Hiring Grade 12 (Note #1)	\$15.09	15.39	15.70
Grade 14 (First Year Only) Upon Completion of Requirement #1 Above	23.67	24.15	24.63
Grade 14	First & Second Year Upon Completion of Requirement #1 Above	Third & Fourth Year Upon Anniversary Date	Fifth Year Upon Anniversary Date
Contract Year 2020 - 2021	\$23.67	26.11	28.56
Contract Year 2021 - 2022	24.15	26.63	29.13
Contract Year 2022 - 2023	24.63	27.17	29.71

NOTE #1: THE EMPLOYEE WILL REMAIN AT THIS GRADE UNTIL SUCCESSFUL COMPLETION OF THE RECRUIT FIREFIGHTER TRAINING PROGRAM AT THE NEW YORK STATE FIRE ACADEMY, REGARDLESS OF LONGEVITY

Massena Permanent Fire Fighters - June 1, 2020 through May 31, 2023
EFFECTIVE JUNE 1, 2012 THE TRAINING OFFICER SHALL RECEIVE A LUMP SUM PAYMENT OF \$500.00 PER YEAR FOR THESE DUTIES. PAYMENT SHALL BE MADE BI-ANNUALLY, (PRORATED MONTHLY) FOR THE PREVIOUS SIX MONTH PERIOD. FIRST PAYMENT OF \$250.00 TO BE PAID ON 11/30/12 AND EVERY SIX MONTHS THEREAFTER FOR THE TERM OF THIS CONTRACT.

EFFECTIVE JUNE 1, 2012 THE ASSISTANT FOREMAN SHALL RECEIVE A LUMP SUM PAYMENT OF \$500.00 PER YEAR FOR THESE DUTIES. PAYMENT SHALL BE MADE BI-ANNUALLY, (PRORATED MONTHLY) FOR THE PREVIOUS SIX MONTH PERIOD. FIRST PAYMENT OF \$250.00 TO BE PAID ON 11/30/12 AND EVERY SIX MONTHS THEREAFTER FOR THE TERM OF THIS CONTRACT.

ARTICLE XXII - PERIOD OF THIS AGREEMENT

1. This Agreement shall be in effect from June 01, 2020 to and including May 31, 2023.

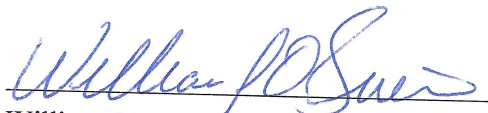
It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its' implementation by amendment of the law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIII - CODE

The four (4) *but not less than two* senior firefighters will be trained as NYS Code Enforcement Officials. The remaining firefighters will be trained as NYS Building Safety Inspectors. The firefighters will operate under the auspices and in conjunction with the Code Enforcement Office. The firefighters will be responsible for all aspects of code enforcement including but not limited to: commercial fire inspection, residential apartment inspections, new construction inspections, consumer complaints, tenant and landlord complaints, other enforcement disputes, etc. The scheduling and assigning of new construction inspections, consumer complaints, tenant and landlord complaints, other enforcement disputes, etc. will be conducted through the Code Enforcement Office. Training, in addition to training provided at the Fire Academy will be provided on an as needed basis which will be determined by the Village. This may include on-the-job training and/or NYS code enforcement classes which will be paid for by the Village.

- CEO's will also perform Code Enforcement in the Town of Massena as long an agreement exists between the Village and Town of Massena.
- The Village of Massena will provide the CEO's *with the required training of NYS.*
- The Village of Massena will provide the BSI's *with the required training for certification.*
- The Junior member will start BSI CCT duties upon completion of the NYS Fire Academy.
- This agreement may be terminated by either party with a sixty (60) days written notice.

MASSENA PERMANENT FIRE FIGHTERS



William O'Brien, PRESIDENT

DATED 4-17-19

VILLAGE OF MASSENA



Timmy J. Currier, MAYOR

DATED 04-17-2019