

AGREEMENT BETWEEN
THE VILLAGE OF MEDINA
MEDINA, NEW YORK 14103
AND THE
MEDINA UNIFORMED PROFESSIONAL
FIREFIGHTERS
LOCAL 2161

JUNE 1, 2019-MAY 31, 2023

AGREEMENT

This is an Agreement entered into by and between the Village of Medina, hereinafter, referred to as the Employer, and the Medina Firefighters Union, Local 2161.

1. Purpose and Intent

It is the intent and desire of the parties hereto to foster and promote sound, stable and peacefull labor relations among the Employer, its Employees covered by this Agreement, and the Union. To that end the parties hereto reached an understanding overning the conditions of employment, which shall prevail, in so far as it relates to the Employees covered by this agreement.

It is further intent and desire of the parties hereto to establish an orderly relationship between the Employer and the Employees so that Grievances and complaints will be settled quickly.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

2. Management Rights

The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted, or modified by this Agreement are, and shall remain, exclusively those of the Employer.

Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement and the Grievance Procedure to (1) hire, discharge, transfer, suspend and discipline Employees; (2) to determine the numbers of Employees required to be employed, laid-off, or discharged;

(3) to determine the qualifications of Employees; (4) to determine the starting and quitting time and the reasonable number of hours to be worked by its Employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its Employees; (7)

2. Management Rights Con't

determine the basis for selection, retention and promotion of Employees to or for occupants not within the bargaining unit established by this Agreement; (8) to examine, select, recruit, appraise, train, retain, assign, and utilize the workforce; (9) to establish specifications for positions to classify or reclassify and to allocate or reallocate new or existing positions.

The Union agrees, in recognition of Management's Rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours, and other terms or conditions of employment.

3. Representative and Alternate Representative

One person shall be designated by the Union as its Representative. The Union Representative shall report any Grievances to the Department Head. Such Grievances shall be disposed of as set forth in Article 6 hereof. In the absence of the Union Representative, an Alternate Representative may be appointed by the Union President.

4. Special Conferences

Special Conferences for important matters will be arranged between the Union President and the Employer or its designated Representative upon the request of either party. Such meetings shall be between two (2) Representatives of the Employer and two (2) Representatives of the Union, one of whom does not have to be a member of the Union.

Arrangements for such special conferences shall be made at least one (1) day in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union Representatives. The members of the Union shall not lose time or pay for time spent in such special conferences if held during normal working hours.

5. Grievance Procedures

Any Employee with at least sixty (60) working days service having a Grievance in connection with her/his employment shall present it to the Employer as follows:

Step 1

(a) If an Employee feels that he/she has a Grievance, he/she shall discuss the Grievance with the Chief within five (5) scheduled working days from the time of occurrence of the alleged grievance. The Representative may be present. The Representative with or without the Employee, may discuss the Grievance with the immediate Supervisor.

(b) If the matter is thereby not disposed of, it will be submitted in written form by the Representative to the Department Head.

Step 2

(a) If the Department Head's answer is not satisfactory, the Grievance may be referred to the Local President, who may submit an appeal on an agenda to the Employer. A meeting between two (2) Representatives of the Employer shall be arranged to discuss the Grievance, or Grievances, appearing on the agenda within ten (10) calendar days from the date the is received by the Employer.

(b) If the decision of the Employer is not appealed in writing within five (5) working days from the date written notice is received by the Union of such decision, the Grievance shall be deemed settled on the basis of such decision and shall not be eligible for further procession or appeal.

If the decision of the Employer is not satisfactory to the Union, the matter may be referred to Arbitration as hereinafter set forth, but such referral to Arbitration must be made within five (5) working days from the date of receipt of notice of the written decision.

If a decision at one step is not appealed to the next step of procedure within the time limit specified, the Grievance Procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging on an appeal at the next step of the procedure within the time that would have been allotted had the decision been communicate on the last day of the specified time.

5. Grievance Procedure Con't

Only by mutual written agreement may the time limit be extended. The time within which an appeal from the date of receipt of the grievance answer.

(c) Employer Grievances.

The Grievance Procedure may be utilized by the Employer in processing company Grievances. In processing such Grievances, the Union shall observe the specified time limits in appealing, and the Employer shall observe the time limits in answering.

(d) Union Grievances.

The Grievance Procedure may be utilized by the Union in processing Grievances, which allege a violation of the obligations of the Employer, to the Union, as such. In processing such Grievances the Union shall observe the specified time limits in appealing, and the Employer shall observe the time limits in answering.

(e) Arbitration.

Any and all grievances or disputes that should arise with respect to the interpretation or application of any of the provisions of this Agreement which have not been previously adjusted, settled, or finally compromised, shall be submitted to an Arbitrator agreeable to both parties, otherwise to be selected under the procedures of the American Arbitrators Association. The decision of the Arbitrator shall be final and binding.

aa. The expenses of the arbitration proceedings shall be shared equally by the Employer and the Union. Each party shall however, bear its own legal expenses and those of its witness to the proceedings.

bb. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

cc. Mutually satisfactory arrangements may be made to handle Grievances during working hours provided that said meeting shall not interfere with the Employer's required operations and/or with the work of the Representative and/or Employees assigned to duty at the time.

5. Grievance Procedure Con't

dd. The Union and the Employees agree that the Grievance and Arbitration Procedures herein contained shall be the exclusive means of resolving disagreements or disputes between the parties.

(f) The Union agrees that it will not engage in any strike, slowdown, picketing, boycott, or any other Association activity directed against the business interests or operations of the Employer, nor cause, instigate or condone such action. The Employer agrees that there shall be no lockout.

6. Rules

The Employer shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the Employer for the conduct and management of the affairs of the Employer, and the Union agrees that the Employees shall be bound by and obey said directions, rules and regulations insofar as the same do not conflict with the terms of this contract.

7. Discharge and Discipline

(a) The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Representative in the Department of the discharge or discipline.

(b) The discharged or disciplined Employee will be allowed to discuss her/his discharge or discipline with the Representative of the Department and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or its designated Representative will discuss the discharge or discipline with the Employee and the Representative.

(c) The discharged or disciplined Employee or the Representative consider the discharge to be improper, a complaint shall be presented in writing through the Representative to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure, which shall be the exclusive procedure in lieu of the procedures of sections 75, 76, and 77 of the Civil Service Law.

7. Discharge and Discipline Con't

(d) If in the event that the discharge is determined to be without just cause or otherwise contrary to the terms of this Agreement the pay and seniority will be uninterrupted.

(e) An Employee may be dismissed or otherwise terminated during her/his probationary period. Such dismissal or termination shall not be subject to the grievance or arbitration provisions of this Agreement.

8. Seniority

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

(b) Seniority shall be determined within the bargaining unit in accordance with the Employee's last date of hire or job classification change.

(c) The Seniority list on the date of this Agreement will show the name, job classification, and date of hire or job classification change for each Employee in the unit entitled to Seniority.

(d) The Employer will keep the Seniority list up to date at all times and will provide the Local Union Secretary with up to date copies when requested.

(e) A current Seniority list will be posted on the Union bulletin board. If the list is not challenged within three (3) working days of posting, said list will be considered accurate and final.

9. Union Dues

Upon receiving written authorization from the employee, the Village will deduct Union dues from the employee's wages and forward them together with a list of employees covered by this agreement for whom dues deductions are made, to the designated financial officer of the Union. Deductions are to be made bi-weekly. The Union may change the amount of dues deducted upon written notice to the Village Financial Director. The new dues deductions will take effect the month following receipt by the Financial Director of the written notice.

10. Revocation of Union Dues

(a) Dues deductions shall continue in effect for the life of this agreement, except that if any member wishes to withdraw from the Union, the member must follow the following procedure: File a written revocation of the payroll authorization with the Village Financial Director by registered mail with a duplicate copy sent by registered mail to the Union such revocation shall take effect upon receipt by the Village Finance Director.

11. Loss of Seniority

In all cases when an Employee's Seniority has been lost, written notices shall be sent by the Employer to the Employee's last known address. The Union shall also be notified.

An Employee shall lose her/his Seniority for the following reasons:

(a) Employee quits

(b) Employee is discharged and the discharge is not reversed through the procedure as set forth in this Agreement.

(c) Employee is absent for two (2) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee at Employee's last known address that he/she has lost her/his Seniority, and her/his employment has been terminated.

(d) if the Employee does not return to work when recalled from lay-off as set forth in the recall procedure.

(e) Return from sick leave and leave of absence will be treated the same as (c) above.

(f) If Employee retires.

12. Promotion

It shall be the policy of the Employer to promote Employees according to Civil Service Law.

13. Reinstatement of Veterans Law

Applicable laws and regulations will govern the re-employment rights of Employees and Probationary Employees who become members of the active Armed Services. A Probationary Employee who enters the Armed Forces must complete her/his probationary period, and upon completing it, will have Seniority equal to the time spent in the Armed Forces.

14. Jury Duty

(a) Members shall be granted a leave of absence with pay when they are required to report for Jury Duty or Jury Service. A member must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for Jury Duty or examination, and must provide a copy of such notice to the office of the Fire Chief.

(b) Members are required to work all available reasonable hours outside of those actually required for Jury Duty, or Jury Examination in accordance with the employee's regular work schedule. Members must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court. If a member is advised to report for Jury Duty or examination, the member shall advise the Fire Chief immediately.

15. Leave of Absence

(a) Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid according to Military Law Paragraph 242, Section 3A and 5.

(b) Leave of absence for reasonable periods of time as defined below may be granted without loss of Seniority

(1) Illness (physical or mental): one (1) year

(2) Prolonged illness in intermediate family (spouse, children, stepchildren, or wards): one (1) year

Such leave may be extended for like causes with the approval of the Village Board.

16. Bereavement Leave

In the event that an Employee is bereaved by the death of a parent, spouse, child, brother, sister, grandparents, grandchildren, spouse's parents, son-in-law, daughter-in-law, brother-in-law, or sister-in-law or any person living in the Employees household, such Employee shall be entitled to a leave not to exceed thirty-six (36) consecutive hours of scheduled work time, commencing with the day of death, if the Employee takes off that day or part thereof. In the event that an Employee is scheduled to work any of the three calendar days, such Employee shall receive her/his regular straight-time wages for the days the Employee was scheduled to work provided:

1. The Employee attends the funeral
 - (a) Bereavement leave shall not apply during periods when the Employee involved is absent from work because of sickness, leave of absence or any other leave. If bereavement occurs during an Employee's vacation, such vacation shall be rescheduled to a time mutually agreeable to the Employee and the Chief.
 - (b) In case a burial is delayed for any reason, the three days granted do not have to be consecutive, that is one of them can be taken at the time of the burial.

17. Sick Leave

Each Employee shall be entitled to sick leave; if and when actually ill or injured, and providing that the Employee strictly adheres to the limitations and directions imposed by the Employee's attending physician, at the rate of (10 Hours) for each calendar month in which the Employee has actually worked in excess of one-half of the work day in such month, with the right to accumulate and use such time up to and including the maximum eighteen hundred (1800) hours. Such unused sick leave can be carried forward from year to year, but the maximum accumulation shall never exceed one hundred fifty (150), twelve (12) hour working days.

Holidays, vacation, personal leave days, and Injured on Duty (IOD) days shall be considered days worked for the purpose of this section. Sick leave benefits may not be converted to extra time off with pay. All references to sick leave usage and pay will be calculated by hours based on anticipated work schedule change.

17. Sick Leave Con't

In the event of three (3) consecutive days of absence on unauthorized sick leave, a doctor's certificate or other proof of illness shall be required. The Chief may, at her/his discretion, require proof of illness of a shorter duration.

Sick leave benefits shall be integrated with workmen's compensation as the case might be. Under no circumstances will any combination of sick leave benefits with workmen's compensation benefits exceed an Employee's regular, straight time, daily or weekly rate of pay. An Employee's accumulated sick time will not be charged with time off due to a job-related injury while receiving Workmen's Compensation benefits.

Sick leave shall be payable only with respect to a work day on which the Employee would otherwise have worked, and shall in no event apply to an Employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an Employee has received full pay from the village.

Employees on approved sick leave, who have accumulated sick days, shall be paid at the regular straight-time wages at twelve (12) hours per day, up to the total amount of sick hours accumulated.

Sick pay benefit for no use of sick time will be as follows:

0 days used will equal 48 hours of pay at straight time wage
1 day used will equal 36 hours of pay at straight time wage
2 days used will equal 24 hours of pay at straight time wage
3 days used will equal 12 hours of pay at straight time wage
4 days used there will be NO payment

The payment will be made after the end of the fiscal year in the month of June, and will be at the rate of pay for the immediate prior fiscal year. (See Appendix "A" for pay date)

18. Classification

Employees will be evaluated and classified by the Employer as per Secifications as outlined on Schedule "A" attached hereto.

19. Wage Rates

Rates of pay shall be as Schedule "B" attached hereto. Employee's annual salary as established by Schedule "B" will be paid in 26 equal, Bi-Weekly paychecks, determined by dividing the Employee's annual salary by 26, subject to legally required and authorized deductions.

Direct Deposit:

Effective following ratification, payroll shall be by direct deposit to the bank of employee's choice for all employees, except as prohibited by law.

20. Overtime

Overtime will be paid at the rate of 1.5 times the regular pay rate. Overtime will be paid for hours exceeding a regular workday or exceeding the hours of a normal work period. The hourly rate for overtime compensation will be determined by dividing the Employee's annual salary, as shown in Schedule "B" attached, by 2080 hours.

21. Call-In Time/Training Pay

(a) Any Employee called for duty in addition to his/her regular working hours shall be guaranteed not-less than two (2) hours pay at 1.5 times regular pay and perform departmental duties at the discretion of the Chief. Order of Call-In will follow four (4) platoon list, starting with most senior Firefighter on given platoon and rotating through continuously. List will then start with next most senior Firefighter after Firefighter that reports for duty.

In the event Part-time Firefighters are hired, call-in time shall be offered to Full-time Firefighters first.

(b) The Employer will pay for up to and including two (2) in-service training programs per fiscal year per employee from a recognized institution or agency. One (1) in-service training program is mandatory for all permanent employees. In addition to his/her regular pay, each Firefighter shall receive a straight time rate, 80 hours pay per fiscal year for in-service training. 40 hours will be paid in the month of December for hours earned from June 1st to November 30th. And 40 hours will be paid in the month of June for time earned from December 1st to May 31st. You may still earn a total of 80 hours during that year to be paid. Any hours over 80 hours total for year may be carried over to next year. (See Appendix "A" for pay date)

21. Call-In Time/Training Pay Con't

THE VILLAGE AND THE UNION AGREE THAT AN EMPLOYEE MUST TAKE TRAINING TO BE PAID FOR TRAINING. TRAINING REQUESTS WILL BE PRESENTED TO THE MTO AND APPROVED BY THE CHIEF. TRAINING HOURS UP TO 80 HOURS PER YEAR WILL BE PAID AT REGULAR STRAIGHT TIME, IF TAKEN AND ACHIEVED. A CERTIFICATE OR SOME OTHER PROOF OF ACHIEVEMENT IS REQUIRED.

Attendance must be approved by the Chief so as not to hinder with normal operations of department.

22. Compensation Time

Firefighter will have option to take any hours worked exceeding a regular work day as overtime or compensation time. Hours elected by Firefighter to be used as compensation time and not overtime will be banked at rate of 1.5 hours per hour worked. This continuous accumulation bank will be posted each pay period. If Firefighter desires, they can request to be paid up to forty-eight (48) hours at straight time ONCE per fiscal year at next scheduled pay day. A request in writing is required to be given to the Chief within forty-eight (48) hours of close of payroll of desired pay period.

Compensation Time may also be accumulated if Firefighter self-initiates response to station in times of high call volume to cover the station. Any structure fire within the village or "All Call" Firefighter will be awarded a minimum of two (2) hours overtime or compensation time for their response.

Firefighter may elect to use Compensation Time he/she has in their bank as paid time off as long as use of said time will not drop shift below minimum staffing. Compensation Time will not be allowed to be used on Holidays. Compensation Time Bank will have no cap of hours accumulated and any remaining hours will be forwarded to next fiscal year.

23. Holidays

(a) The following days shall be considered paid holidays for the Fire Department

July 4th	Christmas Day
Labor Day	New Year's Day
Veterans' Day	Martin Luther King Jr. Day
Thanksgiving Day	Presidents' Day
Columbus Day	Good Friday
Memorial Day	

23. Holidays Con't

(b) It is agreed that pay in lieu of time off will be given to all Members of the Union for the eleven holidays indicated in 19 (a). Payments will be made in the month of May for the 5 holidays earned since December 1st and in the month of November for the 6 holidays earned since June 1st.

(See Appendix "A" for pay date)

Holiday pay is at regular straight time hourly rate for the day worked. All Employees shall forfeit the right to receive paid holidays unless they worked their regularly scheduled work day immediately preceding same and subsequent to same except if the absence there from is on account of an entitled vacation, personal leave, worker's compensation, or death in the immediate family as herein defined. If an Employee actually works a Holiday, he/she will be paid at a rate of time and a half for that holiday worked.

(c) In addition to the stated holidays, each member of the Department after one (1) year of service, shall be granted forty-eight (48) hours pay as personal leave. The Department Head may require seventy-two (72) hours advance notice. It is understood that these hours will not be taken on any of the holidays indicated in (a) above, and that they will be limited to one person per shift, per day, with preference to the first request in writing.

(d) Such holidays shall not be paid or granted to an Employee who is on Leave of Absence as defined in Section 13.

(e) No employee shall take time off in lieu of employee's holiday pay

24. Vacation: HOURS PER FISCAL YEAR

Completion of first year--Ninety-Six (96) Hours (2 Weeks)

Completion of fifth year--One Hundred Forty-Four (144) Hours (3 Weeks)

Completion of tenth year--One Hundred Ninety-Two (192) Hours (4 Weeks)

No employee shall take a vacation of more than NINETY-SIX (96) consecutive working hours at one time, except that longer earned vacation time may be approved by the Chief. Upon completing 20 years of service, 12 hours vacation time will be given for each year of service thereafter at the start of employees 21st year.

Vacation schedules shall be determined by the Chief in accordance with Departmental requirements.

24. Vacation: HOURS PER FISCAL YEAR

UP TO FORTY-EIGHT (48) HOURS OF UNUSED VACATION TIME MAY BE CARRIED OVER INTO THE NEXT FISCAL YEAR.

As employee will have the option to "sell back" (i.e. receive straight time pay) up to 48 hours of unused vacation. The employee must notify the Clerk Treasurer in writing by April 30th of the employee's intent to exercise the option and the number of days up to 48 hours that the employee will be selling back. Employees may only sell back whole days, no partial days. (See Appendix "A" for pay date)

25. Pay Advance

(a) Rate during vacation: Employees will be paid their current rate based on their regularly scheduled day while on vacation and will receive credit for any benefits provided in this Agreement.

(b) It is agreed, that in the event an Employee's services are terminated, all vacation and holiday pay due the Employee at the time of termination will be included in the Employee's final paycheck.

(c) Personnel who leave the employment of the Village of Medina after the expiration of an employment contract and before the signing of a new contract will not be eligible for back pay or benefits for the time frame between contracts . The only exception to this is for any individual who retires during this period then that individual will be awarded any backpay / benefits.

26. Union Bulletin Boards

The Employer will provide bulletin boards in the Department, which may be used by the Union for posting notice. There shall be nothing of a defamatory or offensive nature posted.

27. Uniforms

Upon hire, new Firefighters will be provided by the village, the following:

Four (4) Class B Uniform Shirts Long or Short sleeve or mix thereof
Four (4) Duty Pants
One (1) Black Belt
One (1) Pair of Duty Boots
Two (2) Job Shirts
One (1) Winter Jacket
One (1) Baseball Hat

AFTER FIREFIGHTERS FIRST YEAR OF SERVICE, HE/SHE WILL BE COVERED UNDER EXISTING CLOTHING ALLOWANCE. IF THE CHIEF, AT ANY TIME, FEELS MORE IS NEEDED, IT SHALL BE AT THE CHIEFS DISCRETION TO PROVIDE SUCH.

Annual Uniform Allowance per Firefighter will be cap'd at \$1000.00

The following will be the allowance for each Firefighter starting June 1st, 2019:

June 1st 2019: \$700.00

June 1st 2020: \$750.00

June 1st 2021: \$800.00

June 1st 2022: \$800.00

A Firefighter will be allowed to use his/her Uniform Allowance to purchase any leather goods, clothing or other equipment needed pertaining to the job.

28. Immunization Shots

All immunization shots recommended by the Chief for members of the department shall be paid for by the Village

29. Savings Clause

If any clause or provision of the Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any part or all of this agreement.

30. Longevity Service Pay

Longevity payments WILL BE AS FOLLOWS-

June 1st 2019-May 31st 2024

Year 6-\$650.00
Year 7-\$675.00
Year 8-\$700.00
Year 9-\$725.00
Year 10-\$800.00
Year 11-\$825.00
Year 12-\$850.00
Year 13-\$875.00
Year 14-\$900.00
Year 15-\$925.00
Year 16-\$950.00
Year 17-\$975.00
Year 18-\$1000.00
Year 19-\$1025.00

After year 19, an additional \$50.00 will be paid to employee for each year of service.

Longevity payment will be paid to Firefighter in the paycheck following their anniversary date of the Firefighters hire date.

31. Retirement

Effective June 1, 1969, the Employer will provide Employees covered by this agreement with Basic Plan Section 375-e and the Special Plan Section 384. All Tier I members will have the Ordinary Death Benefit, Section 360-b.

Effective March 1, 2018, the Employer will provide Employees covered by this agreement the benefits of the twenty-year Retirement Plan, Section 384-e, as offered by the NYS Retirement System. Furthermore, the One-Year Average Salary Benefit, Section 302-9(d) will be provided for the Tier I Employees.

Employees hired on or after June 1, 2011 will be enrolled in Tier V of the New York State Police and Fire Retirement System (PFRS). Tier V Employee contributions will be paid by the employee.

Employees hired after April 1, 2012 will be enrolled in Tier VI of the New York State Police and Fire Retirement System (PFRS). Tier VI Employee contributions will be paid by the employee.

31. Retirement Con't

As stated in the MOU dated March 1st, 2018, and agreed upon by the Union and Village, the stipend once referred to as "Cell Phone Stipend" has now been changed to read "384e Stipend" and will contribute to annual 384e fees at a rate of \$250.00 per Firefighter. It was also agreed upon that any remaining amount pertaining to 384-e will be sole responsibility of Village, with no other deductions incurred from Union Members.

32. Hospital-Medical Coverage

- (a) "The Employer and the Employee agree to share the cost of Health Insurance. The Employers will provide Blue Cross/Blue Shield POS 203/203 plus with dental rider for employees hired prior to ratification of this agreement.

The Employer and the Employee agree to share the cost of Health Insurance. The Employers will provide Blue Cross/Blue Shield POS 206/206 plus for employees hired on or after the date of ratification of this agreement.

Employees hired prior to 05/31/2006 will contribute 10% of the cost of the Hospital-Medical-Dental coverage and the Employer will pay 90% of the cost each year this contract is in effect. Employees hired after June 1, 2006 will contribute 15% toward the cost of single coverage of the cost of the Hospital-Medical-Dental coverage and the employer will pay 85%. Employees hired after June 1, 2006 will contribute 25% toward the cost of family coverage of the cost of Hospital-Medical-Dental coverage and the Employer will pay 75%. Notwithstanding the foregoing. **THE DENTAL RIDER IS OPTIONAL AND COVERAGE MAY BE ADDED AT THE EMPLOYEES REQUEST DURING THE OPEN ENROLLMENT PERIOD OR FOLLOWING A QUALIFYING EVENT."**

- (b) If an Employee is eligible for reasonable comparable basic plan coverage and riders elsewhere, the Employee will not be covered by the Village.

32. Hospital-Medical Coverage Con't

- (c) Voluntarily retiring Employees are permitted to remain in the group plan at their own expense and any unused sick time may be converted to health insurance upon retirement. This option may become automatic or postponed with 90 days written notice to the Village Clerk. If postponed the credit balance will be carried until such time as the retired Employee elects to start, or the Employee expires, with the written notice given to the Village Clerk 90 days before the coverage is to commence.

When an Employee retires and opts not to convert unused sick time into Health Insurance, he/she will be paid half the value of the (accumulated unused sick time) in a cash buyout to be paid over the next three years upon retirement.

- (d) If an Employee elects not to participate in the Health Care Coverage Plan provided by the Village (due to duplicate coverage), the Village will pay:

Year	Family	Single
2019-2020	\$4,500.00	\$1,500.00
2020-2021	\$4,500.00	\$1,500.00
2021-2022	\$4,500.00	\$1,500.00
2022-2023	\$4,500.00	\$1,500.00
2023-2024	\$4,500.00	\$1,500.00

Buy-out will be paid out to said employee per pay date in Appendix "A".

Decision has to be made by May 15th of that year that the policy is not needed. No Village Employee is to be without basic health coverage and will furnish proof of such to the Village Clerk to qualify for this payment. Any Village employee under family health plan coverage with parents or guardian may not qualify for this payment.

Employees will be eligible to a prorated share of the healthcare buyout equal to the number of months divided by twelve remaining in the contract year after required proof of coverage and appropriate notice is provided to the Village Clerk. Appropriate notice means that notice will be provided 30 days prior to the month the employee intends to enroll in outside coverage.

32. Hospital-Medical Coverage Con't

- (e) Upon the death of an Employee during employment with the Village, unused sick time may be converted to Hospitalization coverage for spouse or dependents 26 years and younger.

Schedule of such payments will be:

15-20 Years of Service	Max of 180 Days
10-15 Years of Service	Max of 90 Days
Under 10 Years of Service	All accumulated sick time up to 90 days

33. Line of Duty Death

In the event of an active Firefighters death, on or off duty, his/her beneficiary shall receive compensation from the Village for any unused vacation; unused compensatory time; unused personal leave days; and any earned extra stipends the Firefighter would have received within that fiscal year. Also any benefit under 207-a

34. General Equipment

The Employer shall provide the Fire Department with any and all necessary equipment needed to provide proper ambulance service and fire protection. Such equipment will be kept in a good state of repair.

35. Health, Safety, and Training Committee

- (a) The Health, Safety and Training Committee shall function to establish and review health, safety and training procedures in the Department and will make advisory recommendations to the Fire Chief. The Fire Chief shall respond to all recommendations from the committee within sixty (60) days. The health, safety and training committee shall be comprised of not more than two (2) Village Representatives. The Union shall not have more than two (2) Representatives with one (1) alternative.

35. Health, Safety, and Training Committee Con't

The Call persons shall have not more than two (2) Representatives with one (1) Alternate. The Health, Safety and Training Chairman shall chair each meeting and have the responsibility of setting agendas, establishing meeting times and places as well as providing technical assistance to the Committee. The Chairperson shall hold the tie-breaking vote regarding advisory recommendations to the Fire Chief. After a recommendation is made by the Committee, The Fire Chief shall give his/her intention in writing to the Committee within sixty (60) days of the date of the recommendation by the Committee. The Health, Safety and Training Committee shall meet four (4) times annually. A secretary shall take minutes of each meeting and the minutes shall be made available to the Mayor and the Fire Chief.

36. Code of Ethics

Declaration of Policy

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these requirements, there is hereby established under the authorization and encouragement of Article 18 of the General Municipal Law, a Code of Ethics for all officials and employees of the Village of Medina, whether elected or appointed, paid or unpaid. The purpose of this Code is to establish ethical standards of conduct for all such officials and employees.

Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and New York State, and to carry out impartially the Laws of the Nation, State and Village. Their conduct in both their official and private affairs should be above reproach.

36. Code of Ethics Con't

Conflicts of Interest and Undesirable Behavior

Interest in Appointments. Canvassing of Members of the Board of Trustees directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the Village Service shall disqualify the candidate for appointment except with deference to positions filed by appointment by the Village Board.

Use of Public Property. No official or employee shall use or permit the use of Village owned vehicles, equipment or materials, or property for personal convenience or profit, except when such services are generally available to the public or are provided as a matter of policy for the use of such official or employee in the conduct of official business.

Obligations to Citizens. No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond which is available to every citizen.

Incompatible Employment. No trustee or other official or employee shall engage in or accept private employment or render services for private interests when such employment of service is incompatible with the proper discharge of his/her official duties or would impair his/her independence of judgement or action in the performance of his/her official duties.

Disclosure of Confidential Information. No trustee or other official or employee shall, without proper authorization disclose what is considered to be confidential information concerning the property, government, or affairs of the Village. Nor shall he/she use such information to advance the financial or other private interest of himself/herself or others.

Gifts and Favors. No trustee or other official or employee shall accept any gifts, favor, or thing of value that may influence him/her in the discharge of his/her duties, nor shall he/she grant in the discharge of his/her duties any improper favor, service, or thing of value.

Disclosure of Interest in Legislation. A trustee who has a financial or other private interest in any legislation or motion before the Village Board shall disclose for public record the nature and extent of such interest. This provision shall not apply if said trustee disqualifies himself/herself from voting.

36. Code of Ethics Con't

Political Activity. No appointive official or employee shall use his/her position on behalf of any political party. Such appointed officials and employees shall not use their positions to take an active part in political campaign or solicitations for candidates. This prohibition shall not apply to officials or employees appointed by the Village Board under the provisions of Article 15-A of the Village Law.

Other conflicts of interest and examples of undesirable behavior are assumed to exist and are not enumerated in this ordinance.

Applicability. When a trustee or other official or employee has doubt as to the applicability of a provision of this Code of Ethics, he/she shall apply for an advisory opinion to his/her ultimate appointing authority except in the case of a trustee who shall make application to the entire Village Board, and shall be guided by the opinion when given.

Sanctions. Violations of any provisions of this Code should raise conscientious questions for the trustee or other official or employee concerned as to whether voluntary resignation or other action is needed to

Sanctions Con't. promote the best interest of the Village. Violations by appointed officials and employees constitute a cause for suspension, removal from office or employment, or other disciplinary action.

Effects of Invalidity. Should any section or part of this Ordinance be declared invalid for any reason, it shall not affect the other sections or parts thereof.

State of Purpose: The purpose of this Ordinance is to establish a Code of Ethics for public officials and employees both elected and appointed, of the Village of Medina.

37. Termination and Modification

This Agreement shall be effective as of the 1st day of June 2019, and continue in full force and effect until the termination date, which shall be 31st day of May 2023.

- (a) If either party desires to terminate the Agreement it shall, one hundred twenty (120) days prior to the termination date, give written notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, the Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party one hundred twenty (120) days written prior to the current year's termination date.
- (b) If either party desires to modify or change this Agreement, it shall, one hundred twnty (120) days prior to termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amedment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (c) Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Local Union Secretary, and to the Employer, addressed to the Village Clerk, City Hall, Medina, New York, or to any such address as the Union or the Employer may make available to each other. During negotiations, all benefits will remain in effect.

38. EMS Certification Pay

Pay given in accordance to EMS training that has been completed with proof of certification prior to 1st payday of July.

AEMT	\$2,000.00
Paramedic	\$3,750.00

Certification pay will be paid in July of each year (See Appendix "A" for pay date). Only one certification stipend will be paid to each employee per fiscal year.

39. Residency Stipend

It is the belief of both the Village Board and the Firefighters Local that residency of Union Firefighters within the Village of Medina's Corporate Limits, is a benefit to public safety. Therefore, the Employer agrees to pay \$1000.00 per fiscal year (for the immediate prior fiscal year) of this contract to members of Local 2161 whose primary residence was within the Corporate Village Limits for the entire year. This stipend will be paid to the Employee in the month of August of each fiscal year. (See Appendix "A" for pay day). Proof of residency, satisfactory to the Employer, may be required.

40. Final Agreement

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by, the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either party enforcement of all these terms and conditions. The parties acknowledged that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each, voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time when they negotiated or signed this Agreement.

SCHEDULE A

CLASSIFICATION

Employees shall be classified according to the duties they perform. The following job descriptions shall apply in making determination of proper designations of Employee Classifications.

FIREFIGHTER

The qualifications and duties of Firefighters shall be as per current Civil Service specifications.

CAPTAIN

The qualifications and duties of Captains shall be as per current Civil Service specifications.

LIEUTENANT

The qualifications and duties of Lieutenants shall be as per current Civil Service specifications.

MTO (MUNICIPAL TRAINING OFFICER)

The qualifications and duties of MTO (Municipal Training Officers) shall be as per The Fire Chief.

Appendix "B"

General Municipal Law 207-a Policy

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under Section 207-a of the General Municipal Law (hereinafter referred to as "207-a"). This policy is not intended to limit or eliminate any additional requirement or benefits regarding 207-a as set forth in the statute or case law.

As used herein, the term "firefighter" shall mean any firefighter of the bargaining unit represented by the Medina Uniformed Professional Firefighters Local 2161.

Firefighters necessarily absent from duty because of injury or illness occurring as the result of the performance of their duties, as defined by General Municipal Law Section 207-a, shall be covered under Section 207-a of the General Municipal Law.

- a. The Village agrees to comply with Section 207-a of the General Municipal Law in respect to all employees covered under that Section.
- b. Firefighters eligible under 207-a shall be entitled to their regular salary or wages as well as payment of the cost of all medical treatment and hospital care necessitated by the Firefighter's injury or illness.
- c. A Firefighter shall not forfeit any rights or benefits under the collective bargaining agreement by virtue of any absence covered under 207-a, except that firefighters are not entitled to holiday pay while they are out of work due to an absence covered under 207-a.
- d. Where the term "day" is used, it is to be interpreted as "calendar" day unless otherwise specifically defined. A business day will be interpreted as Monday through Friday, excluding the holidays identified in the collective bargaining agreement.

Section 1 Reporting

1. A Firefighter shall notify an Officer of the Department within 48 hours of any injury or re-injury in the performance of duties, or sickness or illness as a result of the performance of duties, and shall complete an Injury/Accident Report within 48 hours of the occurrence of the injury, re-injury or illness or sickness,

Section 1 Reporting Con't

or within 48 hours of the time the Firefighter becomes aware of the illness or sickness. In the event of severe physical or mental disability, death of the Firefighter, or if the Firefighter is hospitalized, an individual other than the Firefighter may file and verify the report on behalf of the Firefighter, including but not limited to, a Union representative and/or the Firefighter's legal counsel.

2. Application for 207-a shall be made by the Firefighter. In the event of mental disability, death of a Firefighter is hospitalized or is otherwise unable to file the application, an individual other than the Firefighter may file the application on behalf of the Firefighter, including but not limited to, a Union representative and/or the Firefighter's legal counsel. The application shall be provided to the Village within five (5) days of the incident, or within five (5) days from the time when the Firefighter first becomes unable to perform his/her duties.
3. The application must be made in writing on a form approved by all parties, and where appropriate and available, will include a separate statement from the Firefighter's treating physician. If a statement from the Firefighter's treating physician is not available when the application is filed, the Firefighter will supplement the application with such statement as soon as possible.

Section 2 Medical Reports

The Firefighter shall, if requested, provide the Village written authorization, for the Village to obtain copies of the Firefighter's medical records from the Firefighter's treating physician or other health care provider concerning the injury or claimed condition. The Village will provide the Firefighter with a copy of all records obtained pursuant to such authorization, as well as the records and reports produced by any physicians or other experts who examine the Firefighter on behalf of the Village.

Section 3 Status Pending Determination of Benefit Eligibility

1. In the event a Firefighter asserts an inability to perform duties while his/her application for 207-a benefits is pending, the Firefighter shall have the option to use all available leave credits (sick, vacation, compensatory time) to remain on the payroll until such time as determination is rendered.

Section 3 Status Pending Determination of Benefit Eligibility Con't

2. If a claim has been made by the Firefighter, or on his/her behalf, to the Workers' Compensation Board, alleging a disability compensable under the Workers' Compensation Law, and said claim has been established, or a final determination has been made that the Firefighter is disabled pursuant to the Workers' Compensation Law, and the Firefighter has exhausted all available leave credits, the Firefighter shall have the status of absent from work pursuant to the Workers' Compensation Law, and shall be entitled to payment of any wages awarded through the Worker's Compensation proceedings.

Section 4 Village's Determination

The Village shall render a written decision on an application for 207-a benefits within seven (7) days after receipt of all information deemed necessary by the Village in arriving at a determination. At any time prior to a decision being rendered, the Firefighter or his/her representative may request, in writing, the the Village identify any documents or information which it deems necessary and relevant to its determination, but which have not yet been received. The Village shall respond in writing within five (5) days of any such request.

A Copy of the written decision containing reasons for any denial shall be mailed or delivered to the Firefighter at the address specified in the application, as well as to the Union President. If the Firefighter is represented by counsel, the decision shall be forwarded to counsel as well.

Section 5 Reinstatement of Benefits

In the event that a Firefighter is found eligible for 207-a benefits, all accrued leave credits used subsequent to the application will be retored for the period of time that the Firefighter was found eligible for said 207-a benefits.

Section 6 Appeal Procedure

In the event that the Firefighter is not satisfied with any decision rendered by the Village and wishes to appeal said decision, the Firefighter shall, within ten (10) business days of receipt of the Village's decision, file a written demand to appeal with the Village. The appeal shall proceed pursuant to the hearing procedure set forth below.

Section 6 Appeal Procedure Con't

Hearing Procedure

1. The Village shall afford the Firefighter due process rights, including notice of the hearing, a right to present evidence, right to call or cross-examine witnesses and a right to counsel. The cost of counsel and any witness fees shall be the responsibility of the party incurring the cost.
2. The Village and Union shall agree on a panel of hearing officers consisting of four hearing officers mutually agreed upon by the Village and Union. If the parties cannot agree on four hearing officers, or if at any time there are less than three hearing officers on the panel, the Firefighter, or the Union on his behalf, may submit a demand for arbitration to PERB and request a list of seven (7) arbitrators. The parties will select an arbitrator from the list by alternately strike names, with the Village striking first. The arbitrator shall then serve as the hearing officer.
3. The hearing officer shall have the authority to administer oaths, to fix the date, time, and place of the hearings, to grant any adjournments, to issue subpoenas and to fix the time for filing of briefs. Additionally, the hearing officer may question any party or witness.
4. A stenographic record of the hearing shall be created. The Village and Firefighter or Union shall equally share the cost of the stenographer.
5. It shall be the Firefighter's burden to establish entitlement to benefits by a preponderance of the evidence.
6. The hearing officer shall render a written determination explaining the basis for his/her decision. The hearing officer's decision shall be binding upon the Village and the Firefighter/ Union.

Appeal of Hearing Determination

The hearing officer's decision may only be reviewed by either party under Article 78 of the Civil Practice Law and Rules. If the party initiating such an Article 78 proceeding (Petitioner) is ultimately unsuccessful in overturning the hearing officer's decision, that party shall pay the costs and reasonable attorneys' fees incurred by the other party.

Section 7 Return to Work Order

If the Village determines that an injured Firefighter who has been receiving benefits under 207-a is capable to returning to full duty, it shall provide the Firefighter with written notice of that determination, accompanied by the evidence supporting such determination, at least ten (10) business days before the Firefighter is ordered to report for full duty.

Section 8 Outside Employment

A Firefighter receiving 207-a benefits will be permitted to continue working, or shall be granted permission to begin working, any outside employment which does not involve Firefighter, as long as such employment is consistent with any medical restrictions imposed by the Firefighter's treating physician.

Section 9 Miscellaneous Provision

1. The parties agree that a Firefighter attending to Union business may, or may not, be engaged in the performance of duties for purposes of General Municipal Law 207-a, depending upon the specific factual circumstances. Therefore, the parties agree that such a determination will be made on a case-by-case basis.
2. The Village has the statutory right to monitor the Firefighter's medical treatment and level of disability. To that end, a Firefighter may not refuse to provide authorizations permitting the Village to receive and review medical records relevant to the injury, nor may the Firefighter refuse to attend any medical exams properly ordered by the employer, or the Firefighter shall forfeit his/her right to 207-a benefits. The Village shall not abuse its right to send the Firefighter to medical examinations and if, the Village directs more than two medical examinations within a six (6) month period, the Village must provide a showing of good cause for the additional examinations. If the Village directs more than two exams in a six (6) month period and the Firefighter believes that the Village is abusing its discretion, the Firefighter can grieve the action through the grievance procedure in the collective bargaining agreement.
3. The parties agree that nothing in this policy alters, impacts, or places any restrictions on the provisions of the General Municipal Law that allows the Village to make an application for accidental disability retirement.

Section 10 Right to Representation

A Firefighter shall have a right to a representative of his or her choosing, and at his or her own cost, at any stage of this procedure, and shall be given a reasonable opportunity to consult and obtain a representative and/or counsel.

Section 11 Continuation of Benefits

Once a Firefighter has been determined to be eligible to receive 207-a benefits, the benefits shall continue pending a final determination of the hearing officer or until the Firefighter indicates in writing that he or she is abandoning the appeal process, takes a service retirement or receives a disability retirement.

Section 12 Confidentiality of Medical Records and Information

Any medical records and/or information obtained or exchanged under these procedures shall be kept confidential and shall not be disclosed except as necessary for the Village to process and review the 207-a application or unless otherwise expressly permitted or required by law. Medical records concerning 207-a benefits will be kept separate and distinct from any other personnel files or records as required by law.

Section 13 Savings Clause

In the event that any section or provision of this Article is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific section or provision thereof shall be of no force and effect, but the remainder of this Article shall continue in full force and effect.

The Employer AND UNION agree to a 2% pay increase in 2019-2020. The Employer AND UNION agree to 2% pay increase in 2020-2021. The Employer AND UNION agree to 2% pay increase in 2021-2022. The Employer AND UNION agree to 2% pay increase in 2022-2023.

	2% Increase	2.00% Increase	2.00% Increase	2.00% Increase
<u>Firefighter</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
<i>Start of Year 1</i>	\$39,843.24	\$40,640.10	\$41,452.91	\$42,281.97
<i>Start of Year 2</i>	\$41,834.73	\$42,671.42	\$43,524.85	\$44,395.35
<i>Start of Year 3</i>	\$44,821.59	\$45,718.02	\$46,632.38	\$47,565.03
<i>Start of Year 4</i>	\$46,317.21	\$47,243.55	\$48,188.43	\$49,152.19
<i>Start of Year 5</i>	\$49,121.51	\$50,103.94	\$51,106.02	\$52,128.14
<i>Start of Year 6</i>	\$50,091.25	\$51,093.08	\$52,114.94	\$53,157.24
<i>Start of Year 7</i>	\$54,625.12	\$55,717.62	\$56,831.97	\$57,968.61
<i>Start of Year 8</i>	\$55,433.06	\$56,541.72	\$57,672.56	\$58,826.01
<i>Start of Year 9</i>	\$57,060.97	\$58,202.19	\$59,366.23	\$60,553.56
<i>Start of Year 10</i>	\$57,060.97	\$58,202.19	\$59,366.23	\$60,553.56
<u>Lieutenant</u>	\$58,560.97	\$59,732.12	\$60,926.76	\$62,145.29
<u>Captain</u>	\$61,160.81	\$62,384.02	\$63,631.70	\$64,904.33
MTO	\$3,750.00	Annually		

Appendix "A"
Stipend Check Schedule

The following list shows on which calendar day all Firefighter Stipend checks will be paid throughout each contract year during duration of this contract:

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Training Pay (1):	June 13th	June 11th	June 11th	June 10th
Health Care Buy-out:	June 13th	June 11th	June 11th	June 10th
Sick Pay Benefit:	June 27th	June 25th	June 25th	June 24th
Vacation Sell Back:	July 11th	July 9th	July 9th	July 8th
EMS Stipend/MTO	July 25th	July 23rd	July 22nd	July 21st
Residency	Aug 8th	Aug 6th	Aug 5th	Aug 4th
Holiday Pay (1):	Nov 14th	Nov 12th	Nov 11th	Nov 10th
Training Pay (2):	Dec 12th	Dec 10th	Dec 9th	Dec 8th
Holiday Pay (2):	May 14th	May 13th	May 12th	May 11th
Comp. Sell Back:	Reference Page 13 of Contract for pay distribution			

In event a Stipend check pay date is missed, Firefighter will be issued a check for that stipend on *next business day immediately following* missed pay day.

In Witness Whereof, the parties hereto have caused the Agreement to be executed as of _____. With an actual agreement date of : _____

FOR THE VILLAGE:

FOR THE Firefighters' UNION:

Signature Date

Signature Date

Signature Date

Signature Date

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