

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**BY AND BETWEEN**

**VILLAGE OF SCOTIA**

**AND THE**

**SCOTIA PROFESSIONAL  
FIREMEN'S ASSOCIATION**

**JUNE 1, 2109 – MAY 31, 2024**

AGREEMENT	_____	2
Article I	PROVISIONS GOVERNING CONTRACT _____	2
Article II	RECOGNITION _____	2
Article III	COLLECTIVE BARGAINING UNIT _____	3
Article IV	CONDUCT OF EMPLOYMENT _____	4
Article V	WORK WEEK AND WORK DAY _____	4
Article VI	SALARIES _____	6
Article VII	LONGEVITY PAY _____	7
Article VIII	HOLIDAYS _____	8
Article IX	HOSPITAL, MEDICAL AND DENTAL BENEFITS _____	9
Article X	RETIREMENT _____	11
Article XI	TIME OFF _____	11
Article XII	DEATH BENEFITS _____	14
Article XIII	CLOTHING ALLOWANCE _____	14
Article XIV	CONTRACT GRIEVANCES _____	15
Article XV	PROFESSIONAL TRAINING _____	16
Article XVI	MANAGEMENT RIGHTS AND RESPONSIBILITIES _____	17
Article XVII	FUND RAISING _____	17
Article XVIII	ADDITIONAL RIGHTS OF THE SPFA _____	18
Article XIX	DISCIPLINE _____	19
Article XX	SEVERABILITY _____	19
Article XXI	NOTICE REQUIRED BY THE TAYLOR LAW _____	19
Article XXII	CONTRACT PERIOD _____	19

## AGREEMENT

Agreement made this 9<sup>th</sup> day of September, 2020 by and between the VILLAGE OF SCOTIA, hereinafter referred to as the Employer, and the SCOTIA PERMANENT FIREMEN'S ASSOCIATION, hereinafter referred to as the Association. In consideration of the mutual promises of the parties hereto, and in order to maintain the general efficiency in the Fire Department, and to promote morale, equal rights, wellbeing and security of the employees thereof, it is agreed by the parties as follows:

### ARTICLE I PROVISIONS GOVERNING CONTRACT

The law governing this contract shall be the laws of the State of New York including the Public Employees' Fair Employment Act, and such provisions of the Civil Service Law, including the Rules and Regulations of the Schenectady County Civil Service Commission, and such local laws of the Village of Scotia presently in existence which are not inconsistent with the said laws of the State of New York, the Public Employees' Fair Employment Act, the Civil Service Law, or the terms and conditions of this Agreement.

### ARTICLE II RECOGNITION

Section 1. The employer recognizes the Scotia Permanent Firemen's Association as the sole and exclusive representative for all the employees of the Scotia Fire Department in the unit described in Article III.

Section 2. The employer agrees that the Scotia Permanent Firemen's Association shall be the sole and exclusive representative for all employees of the Scotia Fire Department in the said unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment. The Association will only represent those Fire Department employees who have authorized them to do so and for which the Village collects membership dues pursuant to Article II, Section 3.

Section 3. The employer shall deduct from the wages of the employees of the Fire Department and remit to the Scotia Permanent Firemen's Association regular membership dues for those employees who signed authorizations permitting such payroll deductions.

The Association shall defend, indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken by the Village for the purpose of complying with any of the provisions of this clause.

Section 4. Scotia Permanent Firemen's Association, its officers, members, agents, or principals agree that it will not engage in, cause, instigate, encourage, sanction or condone a strike, slowdown, mass resignation, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

### ARTICLE III COLLECTIVE BARGAINING UNIT

The Scotia Fire Department shall be constituted of one unit for the purpose of collective bargaining pursuant to this agreement, which unit shall be:

All paid employees in the employ of the Scotia Fire Department exclusive of the Chief, and of all part-time, seasonal, temporary and auxiliary personnel.

For purposes of this agreement, the term part-time, seasonal, temporary and auxiliary personnel refers to any person employed in the Scotia Fire Department, other than the fire department custodian:

- (a) for which there does not presently exist a civil service job title and description established by the Schenectady County Civil Service Commission, or
- (b) who does not hold a position by permanent appointment in the competitive class of the classified civil service.

It is further understood and agreed that any such employee occupying the position of acting chief for a period in excess of six calendar months shall be excluded from said bargaining unit until he shall cease to be such acting chief.

Bargaining pursuant to this agreement, with respect to the above described Bargaining Unit shall be carried on exclusively by and between representatives of the Village Board of Trustees and representatives of the Association, including counsel, if so desired.

### ARTICLE IV CONDUCT OF EMPLOYMENT

All employees of the Fire Department of the Village of Scotia shall comply with the Rules and Regulations of the Scotia Fire Department, promulgated by the

Fire Chief and approved by the Board of Trustees of the Village of Scotia, subject to any overriding provisions in this Agreement. Insofar as any provision of this agreement shall conflict with any provision of the Rules and Regulations, or any ordinance or resolution of the Village Board of Trustees, such Rule, Regulation, Ordinance or Resolution shall be deemed modified by the terms of this agreement so as to be rendered compatible with this Agreement.

## ARTICLE V WORK WEEK AND WORK DAY

Section 1. Base Work Week. The "base work week" for all employees of the Scotia Fire Department shall be no more than forty hours averaged. An employee's work day pursuant to this agreement may exceed eight hours. The work tours or tours of duty shall consist of those set forth in a schedule developed by the Fire Chief after meeting and consulting with the Association and with the approval of the Board of Trustees, a copy of which such currently proposed schedule is attached hereto and made a part hereof. However, subsequent hereto, no work schedule shall take effect until twenty-six (26) weeks after official notification of the approval thereof by the Board of Trustees has been given to the Association unless an unforeseen emergency requires implementation of such schedule upon shorter notice.

The Association and the Village shall certify to the Village Clerk in writing prior to the implementation of any work schedule pursuant to this agreement, the number of calendar days in the work cycle established by such schedule. The clerk, shall use the work cycle so certified for the purpose of computing overtime pay as hereinafter provided.

Section 2. Call back to duty shall mean not only recall to active duty within the department but a requirement that the employee appear or give testimony before a grand jury, any recognized court or any recognized departmental, agency, or arbitration hearing which has compelled his attendance either by subpoena or by direction of his superior officer. Any employee called back shall perform any assigned work so long as such work is reasonably within the employee's normal duties.

Section 3. It is understood and agreed that nothing in this Article is intended to or does constitute any guarantee of work.

Section 4.

A. Recall, or call back to duty, shall be based upon a program of equality of assignment insofar as possible. Applying the principle of seniority, the senior off-duty employee shall first be recalled, and subsequent recalls shall

be in rotation based on seniority, so that at the end of the fiscal year all employees have had an approximately equal opportunity to render additional service. Provided, however, that if a recall is necessary for four (4) hours or less before the change of shift, the employee recalled shall be chosen from the platoon next scheduled to report for duty. If the recall shall involve a period in excess of four (4) hours before the end of the shift the employee to be called back shall be from a non-contiguous platoon.

B. There shall be a one (1) hour minimum recall for all recall except coverage of shift due to a firefighter/officer's absence or unscheduled special details as approved by the Chief. Shift coverage or special details shall be paid a minimum of four (4) hours for any amount less than four (4) hours worked. Any part of an hour shall be equal to an hour.

C. All career personnel are requested to respond on a twenty-four (24) hour basis to all structural fire calls and/or any other emergency response call requiring additional manpower. All responding personnel shall be paid on an hour for hour basis at the contractual rate of pay. Any part of an hour shall be equal to an hour.

Section 5. Shift Holdover. Shift holdover shall be paid on an hour-for-hour basis for each hour worked and shall not be subject to the provisions of Article V, Section 2.

Section 6. Vacancies. Vacancies to assignments and tours of duty shall be posted and all members shall be entitled to bid for such positions. Assignments shall be made on the basis of qualifications to be established by the Village taking into account the seniority of any member bidding for such assignment. The rotation officer's assignment shall continue to be filled as it has been in the past.

Section 7. Shift Reassignment. If fire department staffing falls below the two man minimum for a period reasonably anticipated to exceed 30 calendar days, the Village has authority to reassign member(s) to fill the vacancy(ies) with 30 days' written notice. Reassignment shall be made by requesting by seniority members to fill the vacancy(ies). If no member accepts the reassignment, the least senior member shall be reassigned.

#### Section 8- Staffing Model

The fire department will maintain a fourteen (14) firefighter staffing model, in which firefighters will be scheduled to work as follows:

- A Shift - 3 firefighters
- B Shift - 3 firefighters
- C Shift - 3 firefighters
- D Shift - 3 firefighters

- Special Day Shift - 2 firefighters (1 per rotating shift)

The Special Day Shift will utilize a twelve (12) hour rotation similar to that used by NY State Troopers. Special Day Shifts will be from 0630 (6:30am) to 1830 (6:30pm). Bidding of these shifts will be by career firefighters (career officers excluded) only.

The Village shall have a minimum shift manning of three (3) firefighters during the Special Day Shifts and a minimum shift manning of two (2) firefighters at all other times, unless the Fire Chief or his/her designee deem staffing levels need to be raised due to special circumstances.

In the event that - due to unforeseen circumstances such as unplanned retirements, injuries and/or other personnel separations - staffing levels fall to twelve (12) firefighters for a period reasonably anticipated to exceed 30 calendar days scheduling using the fourteen (14) firefighter staffing model shall be suspended and the parties agree to revert to the twelve (12) firefighter staffing model, with minimum manning of two (2) firefighters per shift scheduled as follows:

- A Shift - 3 firefighters
- B Shift - 3 firefighters
- C Shift - 3 firefighters
- D Shift - 3 firefighters

The Village shall not use the reduced staffing models as a mechanism to temporarily or permanently reduce staffing and will return to the fourteen (14) firefighter staffing model as soon as practicable.

## ARTICLE VI SALARIES

Section 1(a). Basic Salaries. Salaries for work performed by employees of the Scotia Fire Department shall be those set forth in Schedule "A" attached hereto and made a part hereof.

Section 1(b). EMT/Paramedic Salary Supplement.

(1) Any employee of the Village of Scotia Fire Department who has completed emergency medical technician training shall receive a salary supplement of \$1,500.00 per annum in addition to the employee's designated base salary as is set forth in the above referenced Schedule "A".

(2) All members who present to the Village a current New York State paramedic certification shall

receive an annual \$4,000.00 supplement to salary. Such salary supplement shall be in lieu of compensation for recertification at current levels.

(3) Members who go or are taken off-line due to neglect, disciplinary action, or of their own volition will not qualify for the paramedic stipend.

(4) Employees who are scheduled to attend EMT recertification training shall notify the Chief of the schedule of training and shall thereafter be released from duty with pay and replaced on shift by the Village for all hours of training which occur during regularly scheduled hours of work.

(5) The Village shall compensate members for required annual maintenance of their code certifications required for either CEO or BSI.

(6) Any Association member who resides in the Village of Scotia shall receive an annual \$2,000.00 supplement to salary provided that he/she responds to at least twenty percent (20%) of the recall requests.

Section 2. Out of Grade Work. An Employee of the department who is temporarily assigned by the chief or other superior to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank he is so assigned thereafter. An employee so assigned to perform duties of a higher grade or rank, as a result of a permanent vacancy of the position, shall be paid at the wage scale of the higher rank for the first day he is so assigned, and for each and every day he is so assigned thereafter.

Section 3. Overtime. Overtime shall be calculated on a seven (7) day, fifty-three (53) hour work period from 7:30 a.m. Sunday to 7:30 a.m. Sunday, which for purposes of the determination of hours worked shall include all scheduled hours during such period. Time worked over the fifty-three (53) hours as calculated above shall accrue at 1.5 times the employee's hourly rate. Payment of overtime due pursuant to this agreement shall be made on the second pay day following the conclusion of the work cycle during which such overtime is worked.

## ARTICLE VII LONGEVITY PAY

In addition to the salary to which an employee is entitled pursuant to Article VI hereof, during each fiscal year of the contract period, employees who shall have completed at least five (5) years continuous service in the Scotia Fire Department at their last anniversary dates shall be entitled to Longevity Pay at the rate of six hundred twenty five dollars (\$625.00) upon their fifth anniversary and an additional one hundred thirty five dollars (\$135.00) for each year in excess of four (4) years of continuous service up to and including the twenty-fifth year of continuous service. Any increases in longevity payments will apply to future years worked and not retroactively. Longevity payments will be fixed after the twenty-

fifth year. Longevity shall be paid, on pay period of employee's anniversary date of each year.

## ARTICLE VIII HOLIDAYS

A. The Village shall recognize the following days as holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Holiday pay shall consist of eight (8) hours pay at straight time per holiday, which shall be payable the second pay period in November.

B. In addition, employees required to work on any of the above enumerated holidays shall be paid double time for all hours worked or shall be granted compensatory time off for the time so worked, so long as use of such compensatory time does not create overtime.

C. **Compensatory Time Usage.** Compensatory time must be used by October 31 of each year and may not be carried over. All unused compensatory time shall be paid pursuant to Section A herein.

D. Any employee entitled to compensatory time who shall resign or have his employment terminated with or without cause shall not forfeit his right to such compensatory time, and same may be allotted to him in calendar days or be paid in a lump sum equivalent to that number of days based upon his straight time pay schedule. Any member of the Department entitled to compensatory time who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next-of-kin, or estate.

ARTICLE IX  
HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1. The Village at its own expense shall provide health care coverage including hospitalization and major medical insurance with no less coverage and no greater costs or higher deductibles than the plan currently in effect. The current plan is annexed as Schedule B for reference. Employees shall be responsible for 10% of the applicable deductible after the Village funds 90% of the applicable deductible. The plan is subject to annual review and any changes in plans must be approved by the Scotia Permanent Firemen's Association.

Employees hired prior to January 1, 1996 shall contribute five percent (5%) of the premium for the health care plan. Employees hired subsequent to January 1, 1996 but prior to May 31, 2008 shall contribute ten percent (10%) of the premium for the health care plan. Employees hired on or after June 1, 2008 and prior to December 31, 2020 shall contribute fifteen percent (15%) of the premium for the health care plan. Employees hired on or after January 1, 2021 shall contribute twenty percent (20%) of the premium for the health care plan.

The Village agrees to reimburse, as permitted by applicable law, rule, and/or regulation, the affected employee and/or retiree and their respective covered family members for all plan differences. The employee and/or retiree and their respective covered family members shall be reimbursed within twenty-one (21) days of submission to the Village of receipts, cancelled checks, print-outs, or other documentation from the provider or the insurer or other proof reasonably acceptable to the Village documenting the expense. In addition to the Plans set forth above, the Village may offer additional health insurance plan(s) with such terms as determined by the Village. Employees may elect to enroll in such additional plan(s) as may be offered by the Village and must pay their applicable premium contribution as set forth in Section 1 above and be responsible for all co-pays and deductibles contained in any such additional plan(s) offered by the Village. Any such additional plan(s) offered by the Village may be modified as determined by the Village with no reimbursements of any kind to plan participants.

Section 2. The Village shall provide the Village Employee Dental Insurance Plan with current coverage and benefits for each employee of the Department. Employee contribution for single coverage shall be 5% of the premium.

Section 3. Family Dental. The Village shall provide the Village Employee Dental Insurance Plan, with the coverage and benefits identified in Section 2 above, to qualified family members of each employee. The employee's contribution towards the premiums for dependent dental coverage shall be 10% per

employee. There will be an annual cap of \$2,000 per individual for all dental services.

Section 4. A member who retires shall have access to the health plan(s) offered to active Village firefighters as those plans may change from time to time. Retirees will be responsible for all co-pays and deductibles.

All retirees' premium contributions will be set at their date of retirement at the contribution rate they are paying at that time.

The Village may require eligible employees to enroll in the Medicare Choice or similar plan offered by the Village.

Section 5. Any health insurance provided by this Agreement will continue to be provided to the surviving spouse and eligible dependents for any employee who dies as a result of a job-related injury or illness. This health insurance shall be provided under the same terms as an employee who has retired from the Village. A member who qualifies for a job-related death benefit pursuant to New York State Retirement and Social Security Law will be presumed to have died as a result of a job-related injury or illness.

Section 6. In the event the retiree predeceases the retiree's eligible spouse and/or dependents, the spouse and/or dependents may continue health insurance and prescription drug coverage provided that the spouse and/or dependents pay the cost of the contribution. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA. This coverage will terminate upon the spouse becoming Medicare eligible.

Section 7. Annual Physicals. All employees shall be required to have a general physical examination annually on or about their anniversary date. Such examination may be performed by the employee's physician of choice. The Village will reimburse any insurance co-pay for required physicals. Required physicals may be scheduled during the regular workday with no loss of earned time, however the employee must return to work immediately once the physical is completed. The employee shall provide proof to the Fire Chief that a physical was received however no medical information or results shall be given or required.

Section 8. Health Club Reimbursement. Upon presentation of a paid receipt, the Village shall provide reimbursement for a health club membership up to the amount of \$200.00 annually.

Section 9. Pre-Tax Premium Contributions: The Village shall maintain a plan pursuant to the provisions of Section 125 of the Internal Revenue Code which shall allow an employee to elect to pay the employee's contribution to the health insurance premiums with pre-tax dollars.

Section 10. Health Insurance Reimbursement: Firefighters covered by this agreement who have other health insurance coverage may elect to opt out of the health insurance coverage provided by the Village. Those firefighters who elect to opt out shall be reimbursed at the rate of \$1,200.00 per year which shall be paid by the Village annually at the end of the year in the second pay period in May. For each year a member elects this option, he/she must submit proof of other insurance to the village Clerk by May 1 of the preceding year. If a firefighter who has elected this option loses his/her other health insurance coverage, he/she shall immediately notify the Village Clerk and his Village coverage shall be reinstated within thirty days. His/her reimbursement shall be prorated accordingly.

## ARTICLE X RETIREMENT

Subject to the eligibility and contributory requirements of the NYS Retirement and Social Security Law, the Village shall permit employees to enroll in the retirement plans set forth in the following sections of the law:

Section 384-e of the NYS Retirement and Social Security Law  
Section 384-d of the NYS Retirement and Social Security Law  
Section 375-c of the NYS Retirement and Social Security Law  
Section 302(9) (d) of the NYS Retirement and Social Security Law  
Section 384 of the NYS Retirement and Social Security Law

## ARTICLE XI TIME OFF

The term "week" or "tour of duty" shall be a period of work time as established in Article V. The term "day" or "work day" shall be any day within a tour of duty that the employees normally would be scheduled to work.

Section 1. Vacation. The employees of the Scotia Fire Department working in platoons, are entitled to vacations annually as follows:

After 1 year ----- Four work days  
After 5 years ----- Six work days  
After 15 years ----- Eight work days

For members of the Special Day Shift, vacation is accrued to conform it to the same accrual benefit as those members who work in platoons as follows:

- After 1 year ----- Eight work days (96 Hours);
- After 5 years ----- Twelve work days (144 Hours);
- After 15 years ----- Sixteen work days (192 Hours).

The choice of vacation periods shall be determined by departmental seniority, subject to the efficient operation of the Department.

Any employee who works a regular 8:00 a.m. to 4:00 p.m., five days per week schedule, shall be allowed two calendar weeks vacation after one year of service, three calendar weeks after five years of service, and four calendar weeks after fifteen years of service. Any employee entitled to vacation benefits who shall resign or have his employment terminated with or without cause shall not forfeit his right to vacation time, and the same may be allotted to him in calendar days or be paid to him in a lump sum equivalent to that number of days based upon his straight time pay schedule. Any member of the Department entitled to vacation benefits who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next-of-kin or estate.

Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation due to a documented extended illness or injury shall have the right to postpone the taking of such vacation until such time as he is physically capable of returning to active duty. Any re-scheduled dates of vacation time shall require the approval of the Chief and shall not interfere with the proper functioning of the Department. It is agreed that the Village shall not unreasonably withhold the approval of re-scheduled vacation dates.

Any employee shall be permitted to split his vacation into two or more periods whenever such election will not interfere with the proper functioning of the Department.

Section 2. Personal Leave-Bereavement Leave. Each member of the Department shall be granted a maximum of Seventy-two (72) hours Personal use time with pay each year.

Each member of the Department shall be granted a maximum of Seventy-two (72) hours with pay each year due to death in the family. The term family shall mean spouse, foster, natural, or step-parents, child, brother, or sister, father-in-law, or mother-in-law, or any person residing in the same household.

Personal time must be requested a minimum of 48 hours in advance unless the request is due to an emergency.

Personal time shall be approved by the Chief. If the Chief cannot be contacted for emergency leave requests, requests shall be made to the duty officer

who shall have the authority to approve the leave. The Chief shall thereafter be notified of the emergency personal leave at the earliest opportunity.

Section 3. Sick Leave. Effective January 1, 1996, sick leave shall accrue at the rate of twenty-four (24) hours (one (1) day) per month. All or any part of such unused sick leave work days may be accumulated per year to a maximum total of 120 working days. Use of sick leave is governed by the Rules and Regulations of the Scotia Fire Department. An employee scheduled to work who becomes ill shall notify the Department as soon as possible, but in any event not less than one hour before the commencement of his shift, of his unavailability, unless his physical condition prevents him from giving such notice, in which event notice shall be given as soon as possible.

A. In the event of a member using sick leave on three or more consecutive shifts, the Chief may, at his discretion, require a doctor's note from that employee.

B. Association members may donate accrued sick time to another member up to a total of 30 days at their own discretion. The total number of donated days may be extended upon mutual agreement between the Village and Association.

C. Employees may use up to Seventy-two (72) hours of sick time for illness of immediate family members living in their home.

Section 4. Leave for Association Representatives. There is hereby created a time pool of days equal to the number of Association members, which consists of days which are to be contributed by individual members of the Association, by voluntarily transferring to such pool one day of their personal leave and a contribution of five (5) eight (8) hour days by the Village. In addition, at the end of each year, all unused personal leave shall be donated to the Association time pool for use in the upcoming years. Not more than two employees designated or elected by the Association and counsel if desired, may participate in the administration of this agreement and process grievances thereunder at any one time. Not more than two employees shall be given leave of absence with pay to represent the members of the Association at conventions or meetings of affiliated labor organizations at any one time. They may apply in writing for such leave not less than two (2) weeks in advance, except in emergencies. Not more than two employees given leave of absence with pay shall be eligible to charge such time to the time pool. The application must indicate the purpose of the requested leave and expected duration. No leave shall be granted for a period to exceed five (5) days.

The Village agrees that it will not unreasonably withhold the requested permission. In the event of the exhaustion of the time pool hours, all further working time necessary for participation in any of the foregoing activities shall be taken either without pay or charged to the individual employee's accumulated compensatory time credits.

Section 5. Sick Time Buyout. Upon retirement, an employee will be paid for up to 800 accumulated sick hours at the rate of \$12.50 per hour.

Section 6. Time Off Scheduling. Not more than one (1) member on the same shift or tour may schedule or take vacation or hour reduction time simultaneously, unless approved by the Fire Chief.

## ARTICLE XII DEATH BENEFITS

The employer agrees to continue for the term of this contract the benefits provided for in Section 208-b and Section 208-c of the General Municipal Law in the event that a firefighter is killed or dies as the result of injuries sustained in the performance of his duties as a member of the Scotia Fire Department.

The Employer will further provide at its own expense a Three Thousand Dollar life insurance policy for each active member of the bargaining unit and a One Thousand Dollar life insurance policy for each employee who retires subsequent to the execution of this agreement.

## ARTICLE XIII CLOTHING ALLOWANCE

Effective June 1, 1999, each employee of the Scotia Fire Department is entitled to an allowance of \$650.00 annually in cash for clothing necessitated by his employment and for linens, including sheets, towels, blankets, and pillows. Such allowance will be paid by separate check in a lump sum on the first pay day in June of each year. In addition, the Village supplies, without costs to the firefighters and officers of the Association, all the parts of the dress uniform and personal firefighting equipment including boots, gloves, helmet and coat, upon entrance in the department. Any part of the dress uniform or personal firefighting equipment damaged, destroyed, worn out, torn, altered, outgrown, lost or stolen in the performance of duty shall be replaced by the Village. Replacement shall be made by the firefighter if negligence on his part is proven. Any item of clothing or equipment which is required by the Village subsequent to the execution of this agreement shall be provided to employees without cost to them. Any official Fire

Department uniform shall not be worn at any other time except when the employee is on duty or performing work at the direction of the Scotia Fire Department.

#### ARTICLE XIV CONTRACT GRIEVANCES

A. A "Contract Grievance" shall mean any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this agreement including matters as to which other means of resolution are provided or foreclosed by this agreement, or by a statute or administrative procedures applicable to the Village, shall not be considered contract grievances.

B. Either party to this Agreement may utilize the grievance procedure herein. All contract grievances and responses thereto must be in writing, signed by the issuing party and attached to one another so as to constitute a complete file. All references to days in this procedure are calendar days.

C. Any contract grievance shall be processed in accordance with the following procedure, provided the grievance is filed within ten (10) days of its occurrence or of the party's knowledge thereof:

Step 1. Every employee contract grievance shall be reported by the aggrieved employee to the Association which, together with the aggrieved employee shall report the matter to the chief who shall meet with the employee and the Association Representative. Should the Village file a contract grievance, the Chief shall meet with the Association President. The parties shall meet within five (5) days of the filing of the grievance.

Step 2. If the grievance is not resolved through the procedure set forth in Step 1, the grievance shall be reported in writing to the Mayor within ten (10) days of the Step 1 meeting. The Mayor shall meet with the parties within ten (10) days of submission of the grievance at Step 2 and attempt to resolve the matter. The Mayor shall give notice in writing of its meeting and both parties shall be given a full and fair opportunity to present their positions. Should either party not receive written notice of a meeting, the party which did not receive notice will not be deemed to have abandoned its grievance. The Mayor shall issue its answer to the parties within five (5) days of the meeting. A grievance which affects more than one employee may be considered a policy grievance and may be initiated by either party at this step of the procedure.

Step 3. If the grievance is not resolved at Step 2, the grievance shall be reported to the Village Board of Trustees within ten (10) days of the receipt of the Step 2 answer or the date the answer was due. The Mayor and the Board of

Trustees shall meet with the parties within thirty (30) days of submission of the grievance and attempt to resolve the matter. The Board shall give notice in writing of its meeting and both parties shall be given a full and fair opportunity to present their positions. Should either party not receive written notice of a meeting, the party which did not receive notice will not be deemed to have abandoned its grievance. The Board shall issue its answer within five (5) days of the meeting. Step 4. Any unresolved contract grievance having been processed fully through Step 3 of the grievance procedure may be submitted to arbitration by either party to this contract in accordance with the following:

(a) The proceeding may be initiated by either party by serving upon the other party, and by filing with the New York State Public Employment Relations Board, a notice of arbitration in accordance with the rules of that agency. Such notice must be served and filed within 15 days from receipt of the decision of the Board or the date the Board's decision was due pursuant to Step 4 hereof. The fees and expenses of the arbitrator shall be borne equally between the parties.

(b) The arbitrator shall have broad powers to hear and determine the issues presented. He shall not be limited to the evidence submitted at the grievance meetings and may hear such additional evidence as either party desires to submit. The Arbitrator may also call upon any Village Official or Agency to provide evidence or material necessary to resolve the grievance.

(c) There shall be no appeal from the decision of the Arbitrator if made in accordance with his jurisdiction and authority under this agreement. It shall be final and binding on the Association, on all bargaining unit employees, and on the Village.

(d) Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

(e) A grievance shall not include a dispute between the employer and an individual who has retired from the Scotia Firefighters Union if the alleged violation occurs after the individual has retired. Nothing stated herein is intended to limit said individual's rights to pursue said violation in a legal forum other than this contractual grievance - arbitration procedure such as the NYS court system or other appropriate forum.

## ARTICLE XV

### PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

A. The Village of Scotia recognizes the need for certain professional training in firematic activities and techniques which it deems relevant to the area protected

by the Scotia Fire Department. Consistent therewith the Village has in the past provided for attendance of employees of the Scotia Fire Department at such training courses and may continue to do so from time to time in the future as such courses are offered and as said Village shall determine, after consultation with the Association, that participation in such courses by one or more employees of the Scotia Fire Department is beneficial to the conduct of the mission of the Scotia Fire Department.

B. Members not on duty participating in IST shall be entitled to one (1) hour minimum recall pursuant to the provisions of Article V, Section 5B.

C. Members attending training classes which are scheduled for forty hours or more, shall have their regular shift changed to the class time schedule in lieu of the normal shift rotation on an hour for hour basis.

D. For classes shorter than forty (40) hours, members' shift work may be rescheduled on a case by case basis, with the agreement of the Chief, Union and employee.

#### ARTICLE XVI MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Department, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Village. Accordingly, the Village retains the right including but not limited to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and locale of its facilities, stations, etc.; determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials; purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement or by applicable statutes and to make reasonable and binding rules which shall not be inconsistent with this Agreement or such statutes.

#### ARTICLE XVII FUND RAISING

The Village shall be provided with prior written notice of and explanation of any and all fund raising activities of the Scotia Permanent Firemen's Association.

ARTICLE XVIII  
ADDITIONAL RIGHTS OF THE SCOTIA PERMANENT FIREMEN'S  
ASSOCIATION

Section 1. A duly authorized representative of the Association shall be admitted to the premises of the Department whenever necessary, for the purposes of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with, hamper, or obstruct normal operations. Upon the request of the officer in charge of the Department, said Association representative shall state the purpose of his visit. When practicable, the officer in charge shall be notified in advance of his visit.

Section 2. The Village recognizes the right of the Association to appear on behalf of employees in the designated unit at public hearings before the Board of Trustees for the purposes of discussing matters relating to firematic matters in the Village.

Section 3. Since all firefighters are presumed to be subject to duty twenty-four hours per day, seven days per week, any action taken by a member of the force, within the jurisdiction of the Scotia Fire Department, on his time off which would have been appropriate if taken by a firefighter on active duty if present or available, shall be considered official action, and the firefighter shall have all the rights and benefits concerning such action as if he were then on active duty.

Section 4. In the event that an employee is faced with a civil claim arising out of an incident related to his service with the Department (except acts of willful misconduct) the Village will provide legal counsel for his protection, and hold him harmless from any financial loss.

Section 5. In the event that an investigation of an employee is instituted for any reason, the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel or his Association representative before being questioned concerning a violation of the Rules and Regulations. Counsel and a representative of the Association may be present during the interrogation of a firefighter. If any Association representative designated to accompany an employee during interrogation is also involved in the investigation, the Association shall designate a substitute representative not involved in the investigation for such purposes.

ARTICLE XIX  
DISCIPLINE

A policy of progressive discipline shall be applied in the event that it should become necessary. The disciplinary procedure is described in Schedule C.

ARTICLE XX  
SEVERABILITY

If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with and enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its supplement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.

ARTICLE XXI  
NOTICE REQUIRED BY THE TAYLOR LAW  
(SECTION 204-a OF THE CIVIL SERVICE LAW)

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXII  
CONTRACT PERIOD

This agreement shall be in effect from June 1, 2019, and continue through May 31, 2024, provided, however, that if the parties hereto have failed to agree upon a new contract on or before June 1, 2024, the provisions of this agreement relating to the terms and conditions of employment shall continue in full force and effect until the date of the execution of a new agreement.

All new terms of this agreement shall take effect Sept 15, 2020 with the exception of salary increases which shall be implemented retroactively to June 1, 2019. Salary shall be defined as wages and medical stipend.

ARTICLE XXIII  
COPIES OF AGREEMENT

The Village shall provide the Association with fourteen (14) copies of this executed Agreement. Members may opt for the copy to be electronic.

ARTICLE XXIV  
COLLEGE ACCOUNT

A. Employees shall perform all necessary laundry services for the Fire Department so long as the Village provides all necessary equipment and supplies.

B. In exchange, the Village agrees to provide each year the amount of \$1,000.00, which will be set aside in a segregated account. The segregated account shall be used by employees to take college classes in the Fire Protection field. Said employees shall be reimbursed upon attaining at least a grade of "C" upon completion of the course. Said segregated account shall be capped at \$5,000.00 with no additional payments to be made by the Village until the fund falls below the cap.

C. Employees shall arrange coverage at no cost to the Village for any time they may need off to attend college classes. No overtime may be incurred for participation in any college class.

D. Employees shall not be paid for their time spent in class.

E. Eligibility for college classes shall be based upon a rotating system of seniority and refusal, established and managed by IAFF Local 842, upon the approval of the Chief.

F. At the completion of the college class, all coursework books shall remain the property of the Village.

ARTICLE XXV  
LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Labor Management Committee. The Committee shall be comprised of the following members: The Association President representing the Association, and the Mayor, Fire Chief, and one (1) Village Trustee representing the Village. Either party may bring such individual(s) it deems necessary for the discussion of any issue being considered by the Committee. The Committee will meet upon the request of either party.

The Labor Management Committee may discuss departmental operations, practices and procedures, employee safety and training, departmental shift and staffing, equipment maintenance and safety, modifications in supervision,

communications and dispatch, departmental efficiency, and any other matters of mutual concern which Association and Village members of the Committee jointly agree to discuss.

The Committee is intended to be a forum where both parties can freely express their views on the matters discussed. To that end, the parties agree that the discussions are not negotiations and that the discussions shall not be admissible for any purpose whatsoever in any judicial, quasi-judicial, arbitral, or administrative proceedings for any purpose whatsoever.

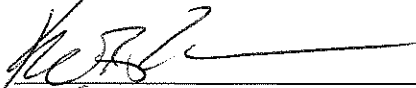
The Committee will endeavor to make a mutually agreeable recommendation concerning matters which are discussed.

ARTICLE XXVI  
MISCELLANEOUS

1. There shall be no Association bulletin board on Village Fire Department premises.
2. Members shall not engage in activities related to outside employment while on Village time.

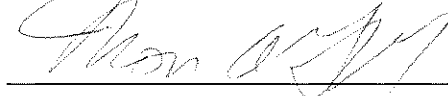
IN WITNESS WHEREOF, the Board of Trustees of the Village of Scotia, New York, has caused this instrument to be signed by its Mayor and its corporate seal to be hereunto affixed, and the Scotia Permanent Firemen's Association has caused this instrument to be signed by its President, on this 9<sup>th</sup> day of September, 2020.

SCOTIA PERMANENT FIREMEN'S  
ASSOCIATION  
KEITH D. PHILLIPS,  
President



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VILLAGE OF SCOTIA, NEW YORK  
THOMAS A. GIFFORD,  
Mayor



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## SCHEDULE A

	6/1/2019	6/1/2020	6/1/2021	6/1/2022	6/1/2023
	0%	0%	2%	2%	2%
Step One	44,575	44,575	45,467	46,376	47,303
Step Two	47,585	47,585	48,537	49,507	50,498
Step Three	51,123	51,123	52,145	53,188	54,252
Step Four	54,663	54,663	55,756	56,871	58,009
Step Five	58,198	58,198	59,362	60,549	61,760
Step Six	61,750	61,750	62,985	64,245	65,530
Step Seven	65,282	65,282	66,588	67,919	69,278
Lieutenant	69,064	69,064	70,445	71,854	73,291
Captain	72,852	72,852	74,309	75,795	77,311

Plan Name: MVP EPO Silver 8 HDHP

Plan Form: NY-EPOH-SS-008 (2020)

Plan Status: Active



Plan Cost-Sharing Highlights	Coverage Information	Limits and Exclusions
Annual Deductible per Contract Year	\$3,900 Person/\$7,800 Family - Embedded	None
Co-insurance	As Noted Below	None
Annual Out-of-Pocket Maximum	\$6,000 Person/\$12,000 Family - Embedded	None
Primary Care Physician Office Visits	\$0 copay*	None
Specialist Office Visits	\$0 copay*	None
<b>Preventive &amp; Well Care Services</b>		
Well Child Care & Immunizations	Covered in Full. For a full list of covered preventive care services, visit <a href="http://mvphealthcare.com">mvphealthcare.com</a> .	None
Adult Annual Physical (One per Contract)		
Mammography		
Annual Pap Test & Ob/Gyn Exam		
Immunizations for Adults		
Colonoscopy /Sigmoidoscopy Screening		
Bone Density Tests		
<b>Physician Office Visits</b>		
Diagnostic Laboratory Services "	PCP: \$0 copay*/Spec: \$0 copay*	None
Diagnostic X-ray "	PCP: \$0 copay*/Spec: \$0 copay*	None
Advanced Imaging Services (CT/PET scans, MRIs)	Spec: \$0 copay*/Free-Stnd: \$0 copay*	None
Rehabilitative Services (PT/OT/ST)	\$0 copay*	54 visits per condition, per Plan Year combined therapies
Allergy Services	\$0 copay*	Cost share dependent on location of services
Chemotherapy	\$0 copay*	None
<b>Inpatient Services - Hospital</b>		
Medical/Surgical Admissions	\$0 copay*	Per continuous confinement
Surgical Services	\$0 copay*	None
Inpatient Physical Rehabilitation	\$0 copay*	60 days per Plan Year Combined Therapies
<b>Outpatient Hospital Services</b>		
Hospital Rehab Services (PT/OT/ST)	\$0 copay*	54 visits per condition/year combined therapies
Diagnostic Laboratory Services ++	\$0 copay*	None
Diagnostic X-ray ++	\$0 copay*	None
Advanced Imaging Services (CT/PET, scans, MRIs)	\$0 copay*	None
Ambulatory/Outpatient Surgery ++	\$0 copay*	None
<b>Emergency Care</b>		
Emergency Room (ER) Visit	\$0 copay*	None
Urgent Care Centers	\$0 copay*	None
Ambulance (Emergency Medical Transportation)	\$0 copay*	None
<b>Maternity Services</b>		
Maternity 0 Prenatal Care	Covered in Full	None
Maternity 0 Physician Delivery	\$0 copay*	None
Maternity 0 Inpatient Hospital Services	\$0 copay*	None

New York

Plan Name: MVP EPO Silver 8 HDHP

Plan Form: NY-EPOH-SS-008 (2020)

Plan Status: Active



	Coverage Information	Limits and Exclusions
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Behavioral Health Services		
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Mental Health Inpatient Hospital	\$0 copay*	Including residential treatment
Mental Health Outpatient	\$0 copay*	None
Substance Use Disorder Inpatient Hospital	\$0 copay*	Including residential treatment
Substance Use Disorder Outpatient	\$0 copay*	Unlimited; Up to 20 visits per plan year may be used for family counseling
Residential Treatment	\$0 copay*	None

Other Services		
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Skilled Nursing Facility	\$0 copay*	200 days per plan year
Home Health Care	\$0 copay*	60 visits per plan year
Hospice	\$0 copay*	210 days per plan year, 5 visits for family bereavement counseling
Durable Medical Equipment	\$0 copay*	Standard equipment covered
Diabetic Supplies & Equipment	\$0 copay*	None
Chiropractic Benefit	\$0 copay*	None
Acupuncture	\$0 copay*	12 visits per Plan Year

Prescription Drug Coverage		
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Tier 1	Pharm: \$15 copay*/Mail: \$37.50 copay*	30 day retail/90 day mail order preventive drugs deductible waived
Tier 2	Pharm: \$40 copay*/Mail: \$100 copay*	30 day retail/90 day mail order preventive drugs deductible waived
Tier 3	Pharm: \$60 copay*/Mail: \$150 copay*	30 day retail/90 day mail order preventive drugs deductible waived
Prescription Drug Deductible	Subject to annual deductible	None

Vision Care		
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Adult Vision Care	\$0 copay*	One exam per every other Plan Year
Pediatric Vision Care	\$0 copay*	One exam per 12-month period

Other Plan Features		
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myVisitNow® – 24/7 Online Doctor Visits	\$0 copay*	None
Wellness Benefits	\$600 allowance	Up to \$600 in rewards and reimbursements with WellBeing Rewards per contract per calendar year
Plan Highlights	Visit <a href="http://mvphealthcare.com">mvphealthcare.com</a> for more information. View a complete Glossary of Terms and Member FAQs to better understand your MVP plan benefits.	
Pediatric Dental	Preventive, Routine, and Major (including medically-necessary orthodontia) – See Schedule of Benefits for Cost Share Details. <i>Services can be obtained from any licensed provider.</i>	
++Preferred Provider Facilities	Laboratory, radiology, and ambulatory services at a preferred provider facility will be covered in full, after deductible (if applicable). Find a preferred provider facility in your area at <a href="http://mvphealthcare.com">mvphealthcare.com</a> .	

As an MVP member, you can be sure you will always get the care, support, tools, and information you need. You will have access to top-rated customer care representatives, **myVisitNow®** – 24/7 online doctor visits, online wellness tools and activities, FREE Care Management programs, a 24/7 Nurse Advice Line, and more!

Call us today at **1-800-TALK-MVP (825-5687)** for more information.

Already an MVP member? You can call the MVP Customer Care Center phone number listed on the back of your MVP Member ID card. MVP is making health insurance more convenient. More supportive. More personal.

This plan overview is intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage (COC), Schedule, and any applicable Rider(s), your COC, Schedule, and Rider(s) will be controlling. For plan details, please call 1-800-TALK-MVP (825-5687), or visit [mvphealthcare.com](http://mvphealthcare.com). Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.

## SCHEDULE C

### DISCIPLINARY PROCEDURE - SCOTIA PROFESSIONAL FIREFIGHTERS ASSOCIATION ("SPFA")

- Section 1. - The procedures and remedies herein provided shall apply in lieu of the procedures and remedies prescribed by law (CSL Sections 75 and 76) which shall not apply to "SPFA" employees. Hereinafter, SPFA is referred to as the "Union" and the Village of Scotia, New York is referred to as the "Village".
- Section 2. - All disciplinary actions under this article shall be closed to the public.
- Section 3. - Disciplinary Procedure
- (a) Discipline shall be imposed only for just cause. Where the Village or the Fire Chief seeks the imposition of a loss of leave credits or other privilege, written pay, reduction in grade or dismissal from service, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references provided with two (2) copies of the notice which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your representative is the Union."
  - (b) The president of the Union shall be notified of the name of the employee, in writing, within twenty-four (24) hours of the service of a notice of discipline.
  - (c) The penalty may not be implemented until the employee:

- (1) Fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline; or
  - (2) Having filed a grievance, the employee fails to file a timely appeal to the Disciplinary Arbitration Panel, until and the extent that it is upheld by the Disciplinary Arbitrator; or
  - (3) Until the matter is settled
- (d) The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the Mayor or Fire Chief in person or by registered or certified mail, within ten (10) days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present the employee's position to the Village or designee within ten (10) days of the receipt of the disciplinary grievance, and upon consideration of such position, the Village shall advise the Union of its response in writing, by registered mail, certified mail or in person within (5) days of such meeting.
- (e) The Village's response may be appealed to Disciplinary Arbitration by the employee or the Union within (10) days of the service of the Village's response. Notice of appeal to Disciplinary Arbitration shall be served by registered or certified mail with the PUBLIC EMPLOYMENT RELATIONS BOARD ("PERB"), with a copy to the Village or its designee. PERB shall provide the Village and the Union a list of potential arbitrators.

- (f) Within five (5) days of the receipt of the list of arbitrators from PERB, the Village and the Union shall jointly agree on a Disciplinary Arbitrator. If they cannot agree, an arbitrator shall be selected pursuant to PERB's procedures.
  
- (g) The Disciplinary Arbitrator shall hold a hearing within twenty (20) days of his/her appointment and shall render a decision within five (5) days of the date of the close of the hearing or within five (5) days after receipt of the transcript, if either party elects a transcript. The hearing shall be completed within thirty (30) days unless a longer period is mutually agreed upon. The Village shall be required to place an employee who had been suspended without pay, back on full pay status if the hearing has been delayed for reasons other than unavailability of an arbitrator.
  
- (h) Either party wishing a transcript at a Disciplinary Arbitration Hearing may provide for one, with the expense of the transcript to be shared by both parties involved.
  
- (i) Disciplinary Arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add to, subtract from or modify the provisions of this agreement. The Disciplinary Arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension pursuant to Section 5.a.1 of this article, shall be final and binding upon the parties and the Disciplinary Arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. The

Disciplinary Arbitrator may consider any period of suspension in determining the penalty to be imposed.

- (j) All fees and expenses of the Arbitrator, if any, shall be divided equally between the Village and the Union, or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case.

Section 4. - Settlements

Disciplinary Grievances may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement, shall be offered a reasonable opportunity to have a Union representative present before he is required to execute it. The Union Grievance Representative, at the appropriate level, shall be provided with a copy of any settlement within twenty-four (24) hours of its execution.

Section 5. - Suspension Before Notice of Discipline

- (a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs 1 or 2 below.

- (1) The Village may suspend without pay a Union employee, when the Village determines that there is probable cause that such an employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with the operation of the department. Such determinations shall be reviewed by the Disciplinary Arbitrator. A notice of discipline shall be served no later

than five (5) days following such suspension.

- (2) (a) The Village or its designee may suspend without pay an employee charged with the commission of a crime. Such employee shall notify the Village, in writing, of the disposition of any criminal charges including a certified copy of such disposition within five (5) days thereof. Within thirty (30) days following such suspension under this provision or within five (5) days from receipt by the Village of notice of the disposition of the charges from the employee, or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the Village to take disciplinary action during the pendency of criminal proceedings.

(b) A letter notifying the Union President of any suspension under Section 5.a.1 or 2 above, shall be served or mailed by certified mail within one (1) working day, excluding Saturdays, Sundays, or Holidays.

Section 6. - Union Representation

An employee shall be entitled to be represented at a Disciplinary Grievance Meeting by the Union President or designee. Such Representative shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during work hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employee's scheduled working hours shall be considered as time worked. However, when such activities extend beyond such employee's scheduled working hours, such time shall not be considered as time worked.

Union representatives may be present at Disciplinary Grievance Meetings, Disciplinary Hearings and Arbitration Proceedings.

Section 7. - Progressive Discipline

The Village agrees to apply the principles of progressive discipline in all matters pertaining to discipline except in those instances where the nature of the infraction warrants a harsher penalty or dismissal. The agreed to progressive penalties shall be as follows:

First Offense: Verbal warning with follow-up summary letter

Second Offense: Letter of reprimand

Third Offense: Suspension up to a maximum of five (5) consecutive work days without pay

Fourth Offense: Dismissal

Section 8. - Limitation

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

Section 9. - Other Action

Reassignment of shifts, bidded jobs and/or duties shall not be made for the purpose of imposing discipline provided, however, nothing in this paragraph shall bar any action otherwise taken pursuant to this article

## MEMORANDUM OF AGREEMENT

WHEREAS, the Village of Scotia ("Village") and the Scotia Professional Firefighters Association ("SPFA" or "Union7) are parties to a collectively bargained agreement covering the period June 1, 2019 through May 31, 2024 ("CBA");

WHEREAS, the Village has conditionally agreed to provide the SPFA members the ability to enroll in the retirement plan set forth in Section 384-e of the NYS retirement and Social Security Law;

WHEREAS, the Village, to fund the increased cost of the retirement plan has agreed with the SPFA to certain salary reductions set forth in the CBA;

WHEREAS, as an additional contribution toward the cost of the retirement plan the SPFA agrees to a reduction in holiday pay:

IT IS AGREED as follows:

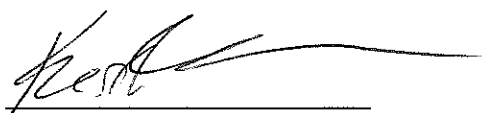
For the year 2022-2023 ONLY Article VIII, Holidays Item A, will read as follows: Holiday pay shall consist of four (4) hours pay at straight time per holiday, which shall be payable the second pay period in November.

IN WITNESS WHEREOF, the Board of Trustees of the Village of Scotia, New York, has caused this instrument to be signed by its Mayor and its corporate seal to be hereunto affixed, and the Scotia Permanent Firemen's Association has caused this instrument to be signed by its President, on this 9<sup>th</sup> day of September, 2020.

SCOTIA PERMANENT FIREMEN'S  
ASSOCIATION

KEITH D. PHILLIPS,

President

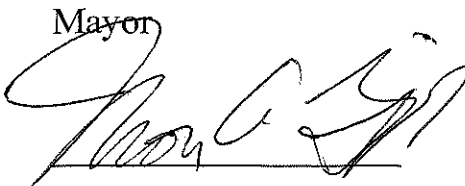


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VILLAGE OF SCOTIA, NEW YORK

THOMAS A. GIFFORD,

Mayor



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