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

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JUNE 1, 2002- MAY 31, 2006

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## 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 peaceful labor relations among the Employer, its Employees covered by this Agreement, and the Union. To that end the parties hereto reached an understanding governing the conditions of employment, which shall prevail, in so far as it relates to the Employees covered by this agreement.

It is the 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. RECOGNITION

The Employer agrees to recognize the Union as the exclusive bargaining representative for all permanent Firefighters and Lieutenants employed by the Employer, excluding the Fire Chief and the **CAPTAIN**.

### 3. 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 number 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) determine the basis for selection, retention, and promotion of

Employees to or for occupations 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.

**IN THE EVENT THAT THE VILLAGE INTENDS TO CONTRACT WITH OTHER MUNICIPALITIES OR GOVERNMENTAL AGENCIES TO PROVIDE FIRE SUPPRESSION AND PREVENTION SERVICES AND EMERGENCY MEDICAL SERVICES, THE VILLAGE SHALL CONSULT WITH THE MEDINA FIRE DEPARTMENT'S UNION REPRESENTATIVES BEFORE IMPLEMENTATION.**

4. 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.

5. 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.

6. 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 agenda 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 processing 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 the procedure within the time limit specified, the Grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. Failure at any step **OF** 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 communicated on the last day of the specified time. Only by mutual written agreement may the time limits be extended. The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

6. GRIEVANCE PROCEDURE CON'T

- (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 proceeding.
  - 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.
  - 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.

7. 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.

8. 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) Should 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.
- (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

9. SENIORITY

- (a) Seniority shall not be affected by the race, sex, marital status or dependants 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.

10. AGENCY SHOP

- (a) The parties recognize that this is an Agency Shop Agreement. Accordingly, it is understood that each employee who occupies a title of Firefighter or Lieutenant but is not a member of the Union, shall be liable to contribute to the Union as representative costs, an amount equivalent to union dues as are from time to time authorized, levied and collected from the general membership of the Union.
- (b) The Union shall refund to the employees any Agency Shop fees wrongfully deducted and transmitted to the Union.
- (c) The Village shall not be liable in the operation of the Agency Shop fee deductions for any mistake or error of judgement or any other act of omission or commission and the Union shall agree to hold the Village harmless against any claim whatsoever arising out of the deduction and transmittal of said Agency Shop fee to the Union.
- (d) The Union affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, of any part of any Agency Shop fee which represents the employee's pro-rata share of the expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

11. 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 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.

### 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.
- (b) Any employee covered by this agreement who terminates Union membership shall have deducted from **HER/his** salary an Agency Shop Fee effective on the same date on which the Village gives effect to a revocation or authorization for the dues deduction.

## 12. 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 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.

## 13. PROMOTION

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

14. REINSTATEMENT OF VETRANS 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.

15. 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.

16. 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) Leaves of absence for reasonable periods of time as defined below may 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.

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 days in such month, with the right to accumulate and use such sick 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 two hundred **TWENTY-FIVE (225) EIGHT 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.

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 ACCURED TWO-HUNDRED TWENTY-FIVE (225) SICK DAYS**, shall be paid at the regular straight-time wages at eight (8) hours per day, for the first two-hundred **TWENTY-FIVE (225)** days. Employees whose accumulated sick days are less than two hundred **TWENTY-FIVE (225)** days, shall be paid at the regular straight-time wages at eight (8) hours per day, for the number of sick days entitled to them.

No more than two-hundred **TWENTY-FIVE (225) EIGHT HOUR** working days full pay compensation will be paid to an Employee in any fiscal year.

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 2<sup>nd</sup> pay day of June, and will be at the rate of pay for the immediate prior fiscal year.

Each Employee shall be granted five (5) hours in total for each year of this contract in order to visit doctors or dentists without a loss in pay for such time used. The Chief may, at his discretion, request verification of visit.

18. 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 a 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 re-scheduled 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.

19. HOLIDAYS

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

July 4 <sup>th</sup>	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	

- (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) . Payment will be made on the 2nd pay day in May for the 5 holidays earned since December 1<sup>st</sup>, and 2<sup>nd</sup> pay day in Dec for the 6 holidays earned since June 1<sup>st</sup>. 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 days immediately preceding same and subsequent to same except if the absence there from is on account of an entitled vacation, personal leave, workers compensation, or death in the immediate family as herein defined.
- (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.

(c) No employee shall take time off in lieu of **EMPLOYEES'S** holiday pay.

20. VACATION: HOURS PER FISCAL YEAR

Completion of first year -- **NINETY-SIX (96) HOURS**

Completion of fifth year -- **ONE HUNDRED FORTY-FOUR (144) HOURS**

Completion of tenth year -- **ONE HUNDRED NINETY-TWO (192) HOURS**

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.

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

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

21. PAY ADVANCE

(a) If a regular payday falls during an Employee's vacation, **THE EMPLOYEE** must make a request for **HER/HIS** check within one (1) week before leaving, to receive that check in advance.

(b) 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.

(c) 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.

22. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in the Department, which may be used by the Union for posting notices.

There shall be nothing of a defamatory or offensive nature posted.

23. HOSPITAL - MEDICAL COVERAGE

(a) The Employer and the Employee agree to share the cost of Health Insurance. The Employer will Contribute 90% of the cost of either Community Blue II or **COMMUNITY BLUE II ADVANTAGE** with Dental Rider provided. The Employee will contribute 10% of the cost of their Hospital - Medical coverage each year this contract is in effect. **THE DENTAL RIDER IS OPTIONAL AND COVERAGE MAY BE ADDED OR DELETED BY THE EMPLOYEE'S REQUEST AS PER HEALTH PROVIDER POLICY.**

If an Employee elects to remain with the Blue Cross Hospital Medical - Major Medical BCMM7 they will in Addition to the 10% Employee contribution pay the entire difference in cost of the Community Blue II or **COMMUNITY BLUE II ADVANTAGE** and that of the Blue Cross Hospital Major Medical BCMM7.

(b) **THE DRUG CO-PAY WILL BE DETERMINED UNDER BLUE CROSS/SHIELD THREE TIER DRUG PROGRAM AS IT IS PHASED INTO EXISTENCE BY THE COMPANY.**

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

(d) Voluntarily retiring Employees are permitted to remain in the group plan at their own expense and that unused sick leave in excess of 840 hours, and to the maximum of **EIGHTEEN HUNDRED (1800)** hours, may be converted to health insurance upon retirement. The dollar value of the unused sick leave so converted shall be at the rate of 1/260<sup>th</sup> of the annual rate of pay excluding over-time at the time of 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.

**AT NO TIME WILL THE VILLAGE PROVIDE CASH PAYMENTS FOR ANY UNUSED SICK TIME.**

(e) 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 :

<u>YEAR</u>	<u>FAMILY</u>	<u>SINGLE</u>
2002-2003	\$2000.00	\$1000.00
2003-2004	\$2500.00	\$1250.00
2004-2005	\$3000.00	\$1500.00
2005-2006	\$3000.00	\$1500.00

To said employee at the end of the fiscal year, June 1<sup>st</sup>, or as soon as possible. Decision has to be made by May 15<sup>th</sup> 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.

- (f) Upon the death of an Employee during employment with the Village, unused sick time may be converted to Hospitalization coverage for spouse or dependents 19 years and younger.

Schedule for such payments will be:

15 - 20 YEARS OF SERVICE	MAXIMUM OF 180 DAYS
10 - 15 YEARS OF SERVICE	MAXIMUM OF 90 DAYS
UNDER 10 YEARS OF SERVICE	ALL ACCUMULATED SICK TIME UP TO 90 DAYS

Method of computation will be same as described in p. 13 Section 20 (d) above.

24. CLASSIFICATION

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

25. WAGE RATES

Rates of pay shall be as Schedule "B" attached hereto. **EMPLOYEES ANNUAL SALARY AS ESTABLISHED BY SCHEDULE "B" WILL BE PAID IN 52 EQUAL, WEEKLY PAY CHECKS DETERMINED BY DIVIDING THE EMPLOYEE'S ANNUAL SALARY BY 52, SUBJECT TO LEGALLY REQUIRED AND AUTHORIZED DEDUCTIONS.**

26. 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 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.**

27. IMMUNIZATION SHOTS

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

28. 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 June 1, 1987, the Employer will provide Employees covered by this agreement the benefits of the twenty-year Retirement Plan, Section 384-d, 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.

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. UNIFORMS

Effective upon the signing of this Agreement, the yearly clothing, leather goods allowance **PER EMPLOYEE** shall be **AS FOLLOWS: 2002-2003 \$500.00, 2003-2004 \$550.00, 2004-2005 \$600.00, 2005-2006 \$650.00.**

The unused portion can be carried over to the following year.

UNIFORMS - ANY NEW HIRE WILL BE PROVIDED BY THE VILLAGE WITH THE FOLLOWING:

- (2) - SUMMER SHIRTS
- (2) - WINTER SHIRTS
- (2) - PAIRS OF PANTS
- (1) - PAIR OF BLACK SHOES
- (1) - BELT
- (1) - WINTER JACKET
- (10) - DRESS HAT (BELL CROWN)

AFTER THE FIRST YEAR, THE FIREFIGHTER IS COVERED UNDER THE EXISTING CLOTHING ALLOWANCE. IF THE CHIEF FEELS MORE IS NEEDED, IT SHALL BE AT HIS DISCRETION TO PROVIDE SUCH.

Uniforms - Any Employee upon retirement may turn in any amount up to \$500.00 remaining in **THE EMPLOYEE'S** Uniform Allowance toward **PURCHASING** Health **INSURANCE COVERAGE** after **RETIREMENT**.

31. CALL-IN TIME/TRAINING PAY

- (a) Any Employee called for duty in addition to **HER**/his 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.

Call in time duty, the Chief will keep an up to dated call in list monthly. This will be assessed on a call in wheel to start the 1<sup>st</sup> of June by seniority and there after by the number of actual accumulated working hours, with the lesser amount of worked hours at the top of the list. The call in wheel will be checked off every Monday and adjusted accordingly for the week acknowledging any hours worked the previous week.

At the beginning of The following month, the list will be posted again by seniority or by the actual accumulated worked hours. Refusal hours do not carry from Month to Month.

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 **HER**/his regular pay, each fire fighter shall receive a straight time rate, 40 hours pay per **FISCAL** year for in-service training.

**THE VILLAGE AND THE UNION AGREE THAT AN EMPLOYEE MUST TAKE TRAINING TO BE PAID FOR TRAINING. TRAINING REQUESTS WILL BE PRESENTED TO THE CHIEF AND THE BOARD. TRAINING HOURS UP TO 40 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 department head so as not to hinder the normal operations of the department.

Training pay will be paid **TO THE EMPLOYEE** On the 1<sup>st</sup> pay day in June of each year.

32. **LONGEVITY SERVICE PAY:** Longevity payments **WILL BE AS FOLLOWS – AT THE BEGINNING OF YEAR:**

<b>6-\$400.00</b>	<b>13-\$625.00</b>
<b>7-\$425.00</b>	<b>14-\$650.00</b>
<b>8-\$450.00</b>	<b>15-\$675.00</b>
<b>9-\$475.00</b>	<b>16-\$700.00</b>
<b>10-\$550.00</b>	<b>17-\$725.00</b>
<b>11-\$575.00</b>	<b>18-\$750.00</b>
<b>12-\$600.00</b>	<b>19+ \$50.00 INCREASE EACH YEAR</b>

Longevity payment will be paid **TO THE EMPLOYEE** In the paycheck following the actual anniversary date **OF THE EMPLOYEE'S HIRE.**

33. EMS CERTIFICATION PAY

Pay given in accordance to EMS training that has been completed with proof of certification prior to 2<sup>nd</sup> payday of July.

- ◆ Emergency Medical Technician -- \$750.00
  
- ◆ EMT Intermediate **OR** -- **\$1500.00**  
EMT Critical Care Technician
  
- ◆ EMT Paramedic -- **\$2000.00**

Certification pay will be paid **On** the 2nd payday in July of each year. Only one certification **STIPEND** will be paid to each employee per fiscal year.

34. 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.

The **CallPERSONS** 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 **HER/his** 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.

35. 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.

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.

## 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 other 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 **HER/** his official duties or would impair **HER/his** independence of judgement or action in the performance of **HER/his** 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 **HERSELF/himself** or others.

Gifts and Favors. No trustee or other official or employee shall accept any gift, favor, or thing of value that may influence **HER/** him in the discharge of **HER/his** duties, nor shall he/**SHE** grant in the discharge of **HER/his** 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 **HERSELF/himself** from voting.

Political Activity. No appointive official or employee shall use **HER/** his 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 **HER/his** ultimate appointing authority except in the case of a trustee who shall make application to the entire Village Board, and shall be guided by that 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 promote the best interest of the Village. Violation 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.

Statement 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 1<sup>st</sup> day of June 2002, and continue in full force and effect until the termination date, which shall be the 31<sup>st</sup> day of May, 2006.

- (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 twenty (120) days prior to the 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 amendment 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. COMPENSATION TIME: "COMP TIME" WILL BE ALLOTTED TO EMPLOYEES PER DEPARTMENT PRACTICE AND/OR POLICY.

39. RESIDENCY STIPEND:

**IT IS THE BELIEF OF BOTH THE VILLAGE BOARD AND THE FIREFIGHTERS LOCAL THAT RESIDENCY WITHIN THE VILLAGE OF MEDINA'S CORPORATE LIMITS OF UNION FIREFIGHTERS IS A BENEFIT TO PUBLIC SAFETY. THEREFORE, THE EMPLOYER AGREES TO PAY \$500.00 PER FISCAL YEAR (FOR THE IMMEDIATE PRIOR YEAR/ JUNE 2003 WILL BE THE FIRST ELIGIBLE PAY DATE) 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 ON THE THIRD PAYDAY IN JUNE OF EACH FISCAL YEAR. PROOF OF RESIDENCY, SATISFACTORY TO THE EMPLOYER, MAYBE 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 that 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.

### **LIEUTENANT**

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



SCHEDULE B

The employer **AND UNION** agree to a **4.0%** pay increase each of the **FOUR** years of the contract, resulting into a **16%** total increase for the life of the contract.

<u>FIREFIGHTER</u>	<u>6/1/02-5/31/03</u>	<u>6/1/03-5/31/04</u>	<u>6/1/04-5/31/05</u>	<u>6/1/05-5/31/06</u>
1ST YEAR	\$30,372.-31,952.	\$31,587.-33,230.	\$32,850.-34,559.	\$34,164-35,941.
2NDYEAR	\$ 35,329.	\$ 36,742.	\$ 38,212.	\$39,740.
3RD YEAR	\$ 35,852.	\$ 37,286.	\$ 38,777.	\$40,328.
4THYEAR	\$ 36,379.	\$ 37,834.	\$ 39,348.	\$40,922.
5THYEAR	\$ 36,904..	\$ 38,380.	\$ 39,915,	\$41,512.
 LIEUTENANT				
START	\$ 37,511.	\$39,011.	\$40,571.	\$42,194.
PERMANENT	\$ 39,160.	\$40,726.	\$42,355.	\$44,049.

At the starting salary of \$30,372.(02-03) the Fire Chief may hire above the minimum \$30,372.(02-03) or give an increase above the minimum anytime during the first year. These increases may be given for schooling, training, and prior experience relating to the job. Availability of **PAID PERSONNEL** may also be used for the above increases. These decisions will be at the decision of the Fire Chief and the approval of the Village Board of Trustees.

A new hire may not go to the 2<sup>nd</sup> year of the pay scale until he/**SHE** has completed one year on the job as a Firefighter and has **HER**/his permanent appointment.

## SCHEDULE C

### POLICY FOR PHYSICALS INVOLVING SCBA USE

1. Time frame shall be as outlined by the Code of Federal Regulations (CFR 29 910.134 (B) 10).
2. The Village shall be responsible to pay an equal amount to members receiving services from their personal care physician. This amount will be equal to the fee paid to Medina Memorial Hospital.
3. The results of the physical shall not contain any personal medical information, but shall reveal in general the test results as required by O.S.H.A. The Fire Department will use and keep on file, the form provided and required by New York State Department of Labor. Regarding use of Self Contained Breathing Apparatus; this form will be considered medical history and kept confidential.
4. There will be no release of medical records to any third party without written consent from Employee.
5. If an employee fails the exam, that employee may at any time within a 6 (six) month period be retested. If the employee again fails to pass the exam within that time frame, then the Chief will review with the Village Board the present and future of that employee.

In Witness Thereof, the parties hereto have caused the Agreement to be executed on 6/1/02.

FOR THE VILLAGE:

Frank A. Lauer                      7-9-02  
SIGNATURE                                      DATE

\_\_\_\_\_  
SIGNATURE                                      DATE

\_\_\_\_\_  
SIGNATURE                                      DATE

\_\_\_\_\_  
SIGNATURE                                      DATE

FOR FIREFIGHTERS' UNION:

Brian Kuczkowski                      07-01-02  
SIGNATURE                                      DATE

Michael B. Mark                      07-01-02  
SIGNATURE                                      DATE

Jeffrey Ludwig                      07-02-02  
SIGNATURE                                      DATE

Samuel A. ...                      7-3-02  
SIGNATURE                                      DATE

R. J. ...                      7-7-02  
SIGNATURE                                      DATE

**MEMORANDA OF AGREEMENT  
BETWEEN THE VILLAGE OF MEDINA  
AND  
THE MEDINA UNIFORMED PROFESSIONAL FIREFIGHTERS LOCAL 2161**

**EFFECTIVE DATE OF THIS MOA IS 6/1/02**

**SECTION 18: BEREAVEMENT**

1. The Employee attends the funeral/service scheduled by the family.
  - (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 scheduled vacation or Personal Leave day, such vacation or PL day shall be rescheduled to a time mutually agreeable to the Employee and the Chief.


**SECTION 32: Longevity Service Pay: Longevity payments will be as follows- as of Employee's anniversary date of hire, at completion of year:**

5- \$400.00	12- \$625.00
6- \$425.00	13- \$650.00
7- \$450.00	14- \$675.00
8- \$475.00	15- \$700.00
9- \$550.00	16- \$725.00
10- \$575.00	17- \$750.00
11- \$600.00	18+ \$50.00 increase each year

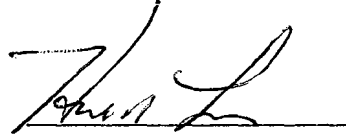
Longevity payment will be paid to the employee in the paycheck following the actual anniversary date of the employee's hire.

This MOA is signed and executed by the following parties:

For Local 2161: Signature and Date

 10-19-02

For Village: Signature/Date

 11-12-02

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10/19/02  
11/12/02  
JP