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#### **Contract Database Metadata Elements**

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Union: **St. Paul Boulevard Professional Firefighters Association**

Local:

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ST. PAUL BOULEVARD FIRE DISTRICT  
433 Cooper Road  
Rochester, NY 14617-3010

Contract Between

**St. Paul Boulevard Fire District**

**And**

**St. Paul Boulevard Professional  
Firefighters Association**

**January 1, 2007**

**Through**

**December 31, 2009**

**RECEIVED**

JAN 25 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Dated: 1-19-07, 2007

# Agreement

This Agreement made and entered into as of the 19<sup>th</sup>  
Day of JANUARY, 2007, by and between the **St. Paul  
Boulevard Board of Fire Commissioners**, herein after referred  
to as the “**Fire District**” and the **St. Paul Boulevard  
Professional Firefighters’ Association**, herein after referred to  
as the “**Firefighters**”.

## Witnesseth

**Whereas**, the Fire District is recognized as the employer of  
all paid Firefighters who perform services for the district, and,

**Whereas**, said Firefighters have agreed to perform services  
on behalf of the district;

**Now therefore**, in consideration of the above and mutual  
agreements contained herein, it is mutually agreed by and  
between the parties hereto as follows:

**Article I**

**The Fire District recognizes the Firefighters and/or its agent, as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other conditions of employment for all Firefighters of the Fire District.**

## Article II

**The parties recognize that this is an Agency Shop. In accordance with the Agency Shop provisions, it is understood that each employee who is a member of the bargaining unit herein above defined, but is not a member of the Firefighters' Association, shall be liable to contribute to said Association as representative costs, an amount equivalent to Association dues as are from time to time authorized, levied and collected from the general membership of the Association. The Fire District agrees to deduct an amount equal to the normal dues paid by Association members from the earnings of each said employee who is not an Association member as their representative costs.**

### Article III

**The Fire District will not interfere with, restrain, or coerce any employee because of membership or lawful activity in the Association, so long as said activity does not interfere with the employee's duties or with the carrying out of the responsibilities of the Fire District, nor will the Fire District attempt to dominate or interfere with the Association.**

#### Article IV

**The Fire District shall have the right and responsibility to maintain efficiency, administer discipline, and to hire and terminate, discharge or lay-off employees for just cause, and to review the performance of each employee, according to New York State Civil Service Laws. The Fire District maintains the right to move personnel from one group to another, when necessary due to extended sickness or injury.**

## Article V

**Firefighters shall receive compensation for working ten (10) holidays. Said holidays to be: New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Firefighters shall have the option of working zero (0), five (5), or ten (10) Holidays. This decision must be made by December 1<sup>st</sup> of the proceeding Year. Checks for Firefighters working these holidays will be paid as follows**

- 1. Those working ten (10) holidays will receive pay on June 30<sup>th</sup> for working five (5), and on November 30<sup>th</sup> for the remaining five (5).**
- 2. Those working five (5) holidays will receive pay on June 30<sup>th</sup> for two and one half (2 ½), and on November 30<sup>th</sup> for the remaining two and on half (2 ½).**
- 3. Firefighters shall receive two additional holidays as time off. Said holidays to be Good Friday, and Columbus Day.**



## Article VI

**During the term of this agreement, there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of the employees of the Fire District.**

## Article VII

- A. The Fire District agrees to pay Firefighters a minimum salary of 30,800 for the years of 2007, 2008 and 2009. Base maximum salary will be \$56582 for 2007; \$58582 for 2008; and \$60582 for 2009. Increments will be granted annually on the anniversary date for five (5) years at a rate of one-fifth (20%) of the difference between base minimum and base maximum salary.**
- B. Longevity shall be based on and determined by using the anniversary date of original appointment. Longevity shall be paid for contract years of 2007, 2008, and 2009, at the rate of \$500.00 for service starting six (6) to ten (10) years inclusive. Starting eleven (11) years thereafter, longevity shall be paid at the rate of \$500.00 for completion of each five (5) year period of employment.**
- C. Firefighters obtaining EMT (Emergency Medical Technician – Defibrillation) shall be paid \$1,500.00 upon completing this training with a passing grade. Firefighters will receive another \$1,500.00 on each and every yearly anniversary date providing his EMT status stays in effect.**

## Firefighters Hired After 1/1/85

### 2007

Start.....	\$30,800.00	
Firefighter completing 1 year of service ...	\$35956.00	(.20)
2 years of service ..	\$41113.00	(.40)
3 years of service ..	\$46269.00	(.60)
4 years of service ..	\$51426.00	(.80)
5 years of service ..	\$56582.00	(1.00)

### 2008

Start.....	\$30,800.00	
Firefighter completing 1 year of service ...	\$36356.00	(.20)
2 years of service ..	\$41913.00	(.40)
3 years of service ..	\$47469.00	(.60)
4 years of service ..	\$53026.00	(.80)
5 years of service ..	\$58582.00	(1.00)

### 2009

Start.....	\$30,800.00	
Firefighter completing 1 year of service ...	\$36756.00	(.20)
2 years of service ..	\$42713.00	(.40)
3 years of service ..	\$48669.00	(.60)
4 years of service ..	\$54626.00	(.80)
5 years of service ..	\$60582.00	(1.00)

**Article VIII**

A. The basic work schedule for Firefighters shall be the continuation of the present Two-Two-Four, Four group system. Firefighters will be furnished a work schedule before the ensuing year and, in turn, the Firefighters will furnish the Fire District a complete summer vacation schedule no later than April 1<sup>st</sup>. Such schedule to be approved by the Commissioner in Charge of Personnel. Summer vacation schedule, in all instances, is to mean a vacation not to exceed two (2) consecutive weeks in length. An example of the basic work week, including vacation allowance is as follows.

<b>52 weeks x 40 hours</b>	<b>2,080 hours (gross)</b>
<b>1 year – 5 years service</b>	<b>80 hours</b>
<b>2 weeks vacation</b>	<b>2,000 hours / 167 shifts</b>
<b>Starting 6 years – 14 years</b>	<b>120 hours</b>
<b>3 weeks vacation</b>	<b>1,960 hours / 163 shifts</b>
<b>Starting 15 – 24 years</b>	<b>160 hours</b>
<b>4 weeks vacation</b>	<b>1,920 hours / 160 shifts</b>
<b>Starting 25 years and over</b>	<b>200 hours</b>
<b>5 weeks vacation</b>	<b>1,880 hours / 157 shifts</b>

Day shifts will consist of ten (10) hours and Night shifts will consist of fourteen (14) hours.

## Article IX

- A. All overtime due to emergencies, call-backs or Fire District related subpoena or appearance shall be compensated either by pay or compensatory time off. Compensatory time shall be at a rate of time and one-half. Pay rate for overtime shall be straight time. Receiving compensatory time off or pays shall be at the discretion of the employee. The time for taking compensatory time off is to be worked out with the Commissioner in Charge of Personnel. If overtime assignment is needed, and no EMT is on Group the overtime will be assigned to an EMT Firefighter.**
- B. Receiving pay shall be within (3) pay periods following the request for pay.**
- C. Firefighters may carry over four (4) days from the preceding year. These days must be taken in time off by the following May 31<sup>st</sup>, except in a Firefighters retirement year in which he may receive remuneration.**
- D. Firefighters may use up to three shifts of time off as flex time. Flex time is defined as a shift broken down into six – two hour blocks. Firefighters may use use blocks one at a time or multiple blocks at a time. Any partially used shift not used by the end of the year are lost. Flex time may only be used when a full crew is on. A firefighter may not use flex time when the group is short because of sickness or injury. Use of vacation time and drop days take precedence over use of flex time.**
- E. Firefighters summoned for jury duty must notify the Commissioner in charge Personnel and provide a copy of the Summons. Firefighters shall report to work for normal duties when their presence in not required by the Court. Firefighters working the night shift who must report for jury duty the following day shall be released at 11 p.m.**
- F. The Fire District agrees to maintain a minimum coverage of at least three (3) career firefighters available to respond to calls on each shift.**

## Article X

- A. The Fire District will pay One Hundred Percent (100%) of the cost of Blue Choice Value or Blue Healthy Choices coverage for all Firefighters hired prior to January 1, 1986. The Fire District will pay Eighty Percent (80%) of the cost of Blue Choice Value or Blue Healthy Choices for Firefighters hired January 1, 1986, and thereafter. Those Firefighters shall contribute Twenty Percent (20%) of the premium through payroll deductions. The Fire District agrees to pay One Hundred Percent (100%) of all Co-Pays incurred by anyone receiving health care benefits from the Fire District.**
- B. If a Firefighter employed by the Fire District dies during the performance of duty, his spouse and dependent children, at the time of his demise, shall continue to receive the Fire District's medical benefits at the Fire District's expense until the spouse remarries. If any Firefighter, while employed, dies, his family may get the group rate Blue Choice Value or Blue Healthy Choices at their expense.**
- C. The Fire District will pay the cost of Blue Cross/Blue Shield Smile Saver I Dental Plan for all Firefighters.**
- D. If anyone who is eligible for Health Care benefits from the Fire District elects to opt out of these benefits, they will receive \$6400.00 annually for a two-person or family plan and \$2700 annually for a single plan until such time that 50% of the cost of the current health care plan is equal to or exceeds the above amounts, thereafter the firefighter will receive annually 50% of the premium cost of the policy in effect . Any firefighter taking the opt out must show proof of medical insurance coverage.**

- E. If a Firefighter retires from the Fire District with a minimum of twenty five (25) years of service, and is at least the age fifty (50), or qualifies for a disability retirement, he will, upon request, receive all hospitalization benefits in effect at the time of his retirement, at the Fire Districts expense, except in those cases in which the retiree is eligible for equivalent coverage from another employer. The Firefighter shall inform the Fire District of such coverage. This coverage shall remain in effect to age sixty five (65). Those Firefighters hired after January 1, 1986 shall contribute Twenty Percent (20%) of the premium. The Fire District will pay One Hundred Percent (100%) of the premium of Blue Choice Value or Blue Healthy Choices for all employees for three years between the ages of 62 and 65.**

## Article XI

- A. Injury off the job (including sickness): the Fire District pays full salary for six (6) months and one half (1/2) pay for the second six (6) months. The Fire District carries insurance under Disability Benefit Law (DBL) and the benefits receivable from this source are returnable to the Fire District.**
- B. Injury off the job under such conditions as he is entitled to compensation benefits from another employer: Firefighters shall receive one half (1/2) pay for a period of disability up to one (1) year, while receiving compensation from another employer.**
- C. Injuries on the job are governed by the provisions of the General Municipal Law, Section 207-a. This provides for full pay for the duration of the disability and medical expenses subject to review by the Fire District's Physician, certification and analysis. In this connection, the Fire District insured with Worker's Compensation and the benefits receivable from this source are returnable to the Fire District.**
- D. Firefighters shall receive paid holidays in accordance with Article V. If the firefighter is receiving District pay for injury or sickness during a contract holiday, he shall forfeit that holiday allowance. All remuneration shall be forfeited if vacations and holidays are not taken before December 31<sup>st</sup> of each year, with the exception of the four carry-over days referred to in Article IX-C on page 12.**
- E. Funeral leave shall be in accordance with the following instructions**

  - 1. Time Off – Death in the Family. An allowance is provided within limits specified below for necessary time away from work because of a death in the family. This allowance will be paid subject to Fire District approval. The individual must notify the Commissioner in Charge of Personnel, if available, otherwise any Commissioner, as soon as possible, and arrange for the amount of time which will be required.**



**Death in the Immediate Family.** The following relative shall be considered as members of the immediate family: Wife, Children, Step-Children, Grandchildren, Parents, Parent-in-Laws, Son-in-Laws, Daughter-in-Laws, Brothers, Sisters. The maximum time for which an allowance will be paid, in any instance, is three (3) working days. This policy shall not be interpreted to mean that three (3) working days will be paid regardless of the day on which the death occurs. It is intended that up to three (3) days will be paid if such time is necessary. When death occurs adjacent to a day off, holiday, or during vacation periods, for example only one (1) or two (2) days may be required. The time covered by this policy is from the time of death through the day of the funeral. Time off after the day of the funeral is not normally paid except when traveling time is necessary to return from the place of the funeral. In this situation, the total time away from work is limited to the overall maximum of three (3) days.

2. **Death of Other Close Relative.** The following list includes individual who are to be considered as “their close relatives”: Grandparents, Grandparents in-Law, brother-in-law, sister-in-law, Aunts, Uncles, Nephews, Nieces, First Cousins (not in-laws). This policy provides that in case of death of “Close Relatives” other than members of the “Immediate Family”, an individual may receive an allowance of up to one (1) day to attend the funeral subject to Fire District approval. Other Firefighters on the same group cannot take a drop day. In no case, shall an individual be granted more than one (1) day allowance. Such time is for attendance at the funeral and does not apply to personal obligations in connection with the death.
3. **Exception.** The death of a relative not mentioned in the foregoing paragraphs may entitle an individual to receive an allowance for time off to attend the funeral under certain circumstances. He must justify to the Fire District that his relation to the deceased is such.

## **Article XII**

**Membership in the New York State Policemen's and Firemen's Retirement System is fully paid by the District under Section 384 F, G, & H (25 Year with the one sixtieth (1/60) Supplement. A Death Benefit is also fully paid for by the Fire District under Section 360-B, New York State Retirement System.**

**The Fire District agrees to adopt Section 375 E, G, & I as the Fire Districts back-up plan.**

### Article XIII

Subject to approval of the Fire District as to the course, and the time when the course is held, the Fire District will pay up to \$1200.00 per calendar year for the cost of all tuition, required books, and fees, for Firefighters attending and successfully completing courses related to his job. Such monies shall be paid at the completion of each semester's work upon presentation of the following evidence:

1. Course attendance of Eighty Percent (80%)
2. Achieving a passing grade.

If a Firefighter leaves the Fire District voluntarily for other employment, he shall reimburse the Fire District for any educational fees, tuition, or books paid for by the Fire District during the previous three (3) years. This shall apply to Firefighters with less than twenty five (25) years of service.

When a firefighter is approved to take a course and the group to which he is assigned to is short during the dates of the course due to extended illness, injury, death in the family or retirement, the Fire District will cover the shift with overtime.

**Article XIV**

**Firefighters will attend the yearly Inspection unless excused by the Commissioner in Charge of Personnel.**

**Article XV**

**Firefighters will be first called on all call backs. Pay or time off of less than a full shift will be worked out with the Commissioner in Charge of Personnel.**

## Article XVI

- A. Upon an employees' retirement, death, medical or disability separation from service, the Fire District shall pay the employee, the employee's beneficiary, or the estate, for all vacation days, holidays and drop days due the employee.**
  
- B. For all other types of separation from service, The Fire District shall pay the employee for all accrued vacation days, holidays, and drop days due the employee.**
  
- C. This payment will be at the employees' current rate of pay and will be paid within three (3) pay periods.**

**Article XVII**

**TRAINING**

- A. Firefighters are required to attend all training sessions conducted in or about any firehouse during their trick, unless specifically excused by the officer of Training then in charge.**
  
- B. All Firefighters hired after 1990 are required to maintain a commercial drivers license (CDL) as a condition of employment at Fire District expense.**

**Article XVII**

**The Fire District agrees to withhold any annuity payments which a Firefighter may direct the Secretary/ Treasurer to do. The secretary/ Treasurer will then forward the payments to one (1) agent chosen by the Firefighters.**



ESTABLISHED 1924

# ST. PAUL BOULEVARD FIRE DISTRICT

TOWN OF IRONDEQUOIT

433 COOPER ROAD

ROCHESTER, NEW YORK 14617

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (the "Agreement") is made this 27<sup>th</sup> day of Aug, 2005 by and between the ST. PAUL BOULEVARD FIRE DISTRICT (the "Fire District") and the ST. PAUL BOULEVARD PROFESSIONAL FIREFIGHTERS ASSOCIATION (the "Association").

### RECITALS:

WHEREAS, The Fire District and the Association are parties to a collective bargaining agreement: and

WHEREAS, the collective bargaining agreement establishes ten (10) hour day shifts and fourteen (14) hour night shifts for Fire District employees; and

WHEREAS, the Fire District and the Association have a past practice of paying the equivalent of twelve (12) hours of compensation to a firefighter who "fills in" during a coworker's absence, regardless of whether the firefighter "fills in" for a day or night shift: and

WHEREAS, the Fire District and the Association have determined that it is mutually beneficial to continue paying firefighters the equivalent of twelve (12) hours of work when a firefighter works such a "fill in" shift: and

WHEREAS, the Fire District and the Association now wish to document the terms of their agreement,

NOW THEREFORE, the Association and the Fire District agree as follows:

1. Filling In during a Coworker's Absence: When a firefighter works a shift which was originally scheduled to be worked by a fellow firefighter, the firefighter who is "filling in" will receive the equivalent of pay at straight time for a total of twelve (12) hours or compensatory time at time and one half for a total of eighteen hours, regardless of whether the firefighter filled in for a ten (10) hour day shift or a fourteen (14) hour night shift.
2. Overtime for "Fill in" Time: In the event that a firefighter who "filled in" for a coworker works more than two hundred twelve (212) hours in a twenty-eight (28) day period, the firefighter's actual hours worked during the twenty-eight period will be counted for the purpose of federal overtime. Thus, if the hours over 212 include those worked in the "fill in" shift the firefighter's regular rate for the "fill in" shift will be determine and, if the firefighter is entitled to overtime compensation, he will receive such compensation at the appropriate hourly rate for either for either ten or fourteen hours worked.

3. "Swapping" Shifts: A firefighter may agree, solely at the option of such firefighter and with the approval of the Fire District, to substitute during scheduled work hours for another firefighter who is employed in the same job title. Under such circumstances, all additional hours worked by the firefighter as a substitute shall be excluded from the hours for which the employee is entitled to federal overtime compensation. Where one firefighter substitutes for another, each firefighter will be entitled to compensation as if he or she had worked his or her normal schedule. Thus, a firefighter shall not be entitled to either overtime or premium pay for hours worked during a shift substitution, and there shall be no pyramiding of overtime and premium pay. Approval of such substitutions shall not be arbitrarily withheld by the Fire District. Nothing in this paragraph shall be deemed to authorize permanent shift or rotation switches without the express consent of the Fire District.
4. Except as expressly set forth herein, the terms of this agreement shall not in any way prejudice the rights of either party under the collective bargaining agreement.
5. This agreement shall be effective from the date of its execution through December 31, 2006, and therefore this agreement shall expire unless its terms are extended by mutual agreement of the parties.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date above first written.

**ST. PAUL BOULEVARD PROFESSIONAL  
FIREFIGHTERS ASSOCIATION**

by: *Chad E. Penner*

Chad E. Penner  
President  
St. Paul Boulevard Professional  
Firefighters Association

**ST. PAUL BOULEVARD FIRE  
DISTRICT**

by: *Elmer E. Leusch*

Elmer E. Leusch  
Fire Commissioner  
St. Paul Boulevard Fire District

This agreement and any written amendments made and annexed hereto shall become effective January 1, 2007, and unless written notice is given between April 22, 2009 and May 22, 2009 by either party requesting a change or termination of the same, then the agreement shall continue in effect from year to year until such notice is given between April 22<sup>nd</sup> and May 22<sup>nd</sup> of any subsequent year.

**St. Paul Boulevard Board of Fire Commissioners**

By Ernest E. Leusch, Fire District

**St. Paul Boulevard Professional Firefighters' Association**

By Chad Bennie, Firefighters

Dated: 1-19-07