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**AGREEMENT  
BETWEEN THE  
VILLAGE OF KENMORE  
AND  
KENMORE PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**June 1, 2007 to May 31, 2010**

**RECEIVED**

OCT 15 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## TABLE OF CONTENTS

<b>PURPOSE OF AGREEMENT</b> .....	1
<b>ARTICLE I RECOGNITION</b> .....	1
<b>ARTICLE II DISCIPLINE AND RIGHTS</b> .....	2
<b>ARTICLE III MANAGEMENT AND EMPLOYEES' RIGHTS</b> .....	3
<b>ARTICLE IV FAIR PRACTICES</b> .....	4
<b>ARTICLE V COMPENSATION</b> .....	4
<u>Salary Schedule - Firefighters</u> .....	4
<u>Out of Rank Compensation</u> .....	5
<u>Promotion Pay</u> .....	5
<u>Hours of Work &amp; Overtime Pay</u> .....	5
<u>Longevity Pay</u> .....	6
<u>Holiday Pay</u> .....	7
<u>Court Appearances</u> .....	8
<b>ARTICLE VI VACATIONS</b> .....	8
<b>ARTICLE VII SEPARATION PAYMENTS</b> .....	9
<b>ARTICLE VIII PROMOTIONS</b> .....	9
<b>ARTICLE IX LEAVES</b> .....	9
<u>Personal Leave</u> .....	9
<u>Funeral Leave</u> .....	10
<u>Sick Leave</u> .....	10
<u>Sick Leave Incentive</u> .....	10
<u>Educational Leave</u> .....	11
<b>ARTICLE X JURY DUTY</b> .....	11
<b>ARTICLE XI MEDICAL INSURANCE</b> .....	12
<b>ARTICLE XII PENSION BENEFITS</b> .....	13
<b>ARTICLE XIII IN-SERVICE TRAINING – MEETINGS</b> .....	14
<b>ARTICLE XIV FIRST RESPONDER TRAINING</b> .....	14
<b>ARTICLE XV UNIFORMS</b> .....	15

<b>ARTICLE XVI SENIORITY</b> .....	15
<u>Layoffs</u> .....	15
<u>Computation of Seniority</u> .....	15
<u>Vacation Schedule</u> .....	15
<b>ARTICLE XVII DURATION OF THE CONTRACT</b> .....	16
<b>ARTICLE XVIII CONFORMITY TO LAW - SAVING CLAUSE</b> .....	16
<b>ARTICLE XIX LEGISLATIVE IMPLEMENTATION</b> .....	16
<b>ARTICLE XX GRIEVANCE PROCEDURE</b> .....	16
<u>Section 1 – Policy</u> .....	16
<u>Section 2 – Definitions</u> .....	17
<u>Section 3 – Procedure</u> .....	18
<u>Section 4 – Arbitration</u> .....	19
<b>ARTICLE XXI UNION ACTIVITIES</b> .....	20
<b>ARTICLE XXII TERMINATION</b> .....	20

THIS AGREEMENT, entered into this 6<sup>th</sup> day of ~~February~~<sup>May</sup>, 2008 by and between the Village of Kenmore (hereinafter sometimes called the "Village") and the Kenmore Professional Firefighters Association, (hereinafter called the "Union").

### PURPOSE OF AGREEMENT

The parties hereto desire to provide, through this Agreement, methods for orderly collective bargaining between the Village and the Union to secure prompt and equitable disposition of any grievances that might arise; to establish fair wages and working conditions for paid Firefighters in the recognized negotiating unit, and to promote to the highest degree efficiency in providing service to the public in accordance with the Public Employees Fair Employment Law.

In consideration of the mutual covenants and agreements herein contained, the Board and the Union, through their duly authorized representatives, agree as follows:

### ARTICLE I RECOGNITION

A. The Village recognized the Union as the sole and exclusive representative and collective bargaining agents, from and after December 1, 1970, for all the regular full time Paid Firefighters/Code Enforcement Officers in the negotiating unit. Such personnel shall hereinafter be referred to individually as Firefighters. Part-time, seasonal and temporary employees are excluded from this unit. In the event new or additional positions are created during the term of this recognition, the inclusion of such positions in the bargaining unit, or the exclusion of such positions from the bargaining unit shall be determined by negotiations between the parties.

Nothing herein shall be construed to deny, limit, or restrain the Village's power and right to create new positions or to abolish existing positions and the creation or abolition of said positions shall not be subject to the terms of this Agreement.

The Union therefore affirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow-down by its members against the employer nor to assist or participate in any such acts, nor to counsel, advise, urge or impose upon

its members an obligation to conduct, assist, or participate in any such strike, or other acts as herein defined. In the event that the Union or any of its members shall violate any of the provisions of this section, the Union or its said members shall be subject to all the penalties imposed by law.

B. The Village shall, if requested by the Union, deduct from the wages of the members of the bargaining unit and remit to the Union, regular membership dues in accordance with signed authorizations permitting such payroll deductions. Further, it is understood that each employee who is a member of the bargaining unit as herein above defined, but who is not a member of the Union, shall be liable to contribute to said Union; and the Village agrees to deduct an amount equal to the regular dues from the wages of such non-member and to remit the same to the Union. The Union shall certify to the Village the amount of its due.

C. All new employees hired as per Civil Service Law shall be considered as probationary employees for the first twenty-six (26) weeks of their employment. There shall be no fringe benefits as provided in this Agreement during the probationary period. Fringe benefits shall start the first of the month following the probationary period.

## **ARTICLE II DISCIPLINE AND RIGHTS**

No Firefighter shall be disciplined, reduced in rank or compensation, or deprived of any professional benefits without just cause. When a Firefighter is ordered to report for an interview or hearing, before the Board of Trustees, regarding disciplinary matters which may lead to the institution of charges against him/her, he/she shall be informed of such latter fact by the person conducting the interview and shall be allowed to have, if he/she so desires, the President of the Union and/or the Chairman of the Grievance Committee or counsel, or both, present with him/her to advise or represent him/her during such interview. In addition, all Firefighters shall have the right to representation by counsel at any and all departmental hearings, investigations, or interrogations.

Each Firefighter shall be notified whenever any record of disciplinary action is entered in his personnel record within three (3) days after such entry. Each Firefighter shall have the right, upon request, to view the contents of his/her personnel record.

If, after investigation of any complaint lodged against any Firefighter, it shall be determined that the complaints or charges are unfounded, then no record of reference to such charge or complaint shall be entered into his/her personnel records.

An employee whose motor vehicle license has been suspended will have the affirmative obligation to inform the Village. Failure to do so would be just cause for termination should the employee drive a Village vehicle while the license is suspended.

### **ARTICLE III MANAGEMENT AND EMPLOYEES' RIGHTS**

Except as specifically mentioned by any provision of this Agreement, the appropriate Village Authority will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine and raise the standards of services to be offered by the Fire Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Village's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over the Fire Department and the performing of its work, and fulfill all of its legal responsibilities. These rights, prerogatives, and responsibilities are inherent in the Board of Trustees and the Mayor by law and cannot be subject to any grievance or arbitration proceedings except as they affect the rights and obligations of the parties under this Agreement, but their effect upon terms and conditions of employment shall be proper subjects of negotiations between the parties.

**ARTICLE IV  
FAIR PRACTICES**

The Village will not interfere with, restrain, or coerce any employee because of membership or lawful activity in the Union, nor will the Board discriminate for such reasons in regard to hiring or promotion or tenure of employment, or discourage membership or activity in the lawful activities of the Union.

The Union and its members will not intimidate or coerce any employee in regard to his/her right to work and will respect the right of any public employees to join, participate in, or to refrain from joining or participating in any employee organization.

**ARTICLE V  
COMPENSATION**

A. Salary Schedule - Firefighters

Effective June 1, 2007, the annual salary for Firefighters for fiscal years 2007-2008, 2008-2009, and 2009-2010 shall be adjusted so that all job classifications receive an increase of 3% effective 6/1/07, 6/1/08 and 6/1/09 of this contract.

Step 1 – Start of service to completion of one (1) year’s service

<u>6/1/07</u>	<u>6/1/08</u>	<u>6/1/09</u>
\$37,550.00	\$38,677.00	\$39,837.00

Step 2 – Upon completion of one (1) year’s service

<u>6/1/07</u>	<u>6/1/08</u>	<u>6/1/09</u>
\$43,120.00	\$44,414.00	\$45,746.00

Step 3 – Upon completion of two (2) year’s service

<u>6/1/07</u>	<u>6/1/08</u>	<u>6/1/09</u>
\$54,694.00	\$56,335.00	\$58,025.00



Movement from Step 1 to Step 2 and Step 3 shall be by merit only for employees hired after June 1, 1983. Employees hired prior to June 1, 1983, for the purpose of computing salary, the anniversary date for all Firefighters shall be their date of employment.

B. Out of Rank Compensation

When a Firefighter is temporarily assigned for a period of one or more working days to perform the duties of a higher paid position, he/she shall receive, in addition to his/her pay, an amount equal to half the difference between his/her compensation and the compensation ascribed to the higher paid position.

C. Promotion Pay

Whenever any Firefighter is promoted from one position to another, he/she shall commence to receive the higher pay immediately.

D. Hours of Work & Overtime Pay

Day platoons will be on duty from six thirty a.m. until four thirty p.m. Night platoons will be on duty from four thirty p.m. to six thirty a.m.

Overtime beyond a regular platoon shall be paid at the rate of time and one half (1 1/2). Compensatory time earned after 6/1/86, shall be taken by employees within one calendar year after such time is earned. Overtime will be paid on the first payday of the succeeding month.

Daily rate shall be computed by dividing the annual wage rate by 260. The hourly rate shall be computed by dividing the daily rate by 8.

Employees responding to an air alarm or emergency call back to work shall be compensated for a minimum of one hour at the rate of time and one half times the Firefighter's regular pay.

Emergency call back shall include the transporting of apparatus by an off-duty firefighter in an emergency, due to the on-duty employee being involved in another emergency call. In the event the Firefighters are released at the expiration of any time period, and it is deemed necessary to retain one or more Firefighters for additional duty, the retention of such Firefighters

shall be on an equal basis, to all Firefighters engaged in similar work or duty, as far as practicable. A list shall be kept by the Village and also by the Union. Show up pay at the rate of one hour at straight time will be paid on alarms where apparatus does not leave the Fire Hall.

In the event any additional firefighters are required to work due to special detail or extraordinary duty, all of the off duty Firefighters, starting with the person with the least amount of overtime, shall be asked to report prior to contacting any relief person.

E. Longevity Pay

On the anniversary date of this employment, each Firefighter shall become entitled to longevity pay in accordance with the following schedule of years' service completed and amount of longevity pay:

	<u>Effective</u> <u>6/1/07</u>	<u>Effective</u> <u>6/1/08</u>	<u>Effective</u> <u>6/1/09</u>
Completion of five (5) years service	\$ 650	\$ 650	\$ 650
Completion of seven (7) years service	\$ 700	\$ 700	\$ 700
Completion of ten (10) years service	\$ 800	\$ 800	\$ 800
Completion of fifteen (15) years service	\$ 900	\$ 900	\$ 900
Completion of twenty (20) years service	\$1000	\$1000	\$1000
Completion of Twenty-five (25) years service	\$1100	\$1100	\$1100

Payment shall be made in the first pay day in November, to those who have completed the appropriate years of service on or before December 15th, according to the above schedule.

In addition to the above, effective for the year 2007-2008, all employees who have a wage deduction for health insurance premiums of thirty dollars (\$30) per pay period, including those with less than five (5) years of service, will receive payment of four hundred dollars (\$400) over and above the amount listed in the above schedule. This payment will be received on or before May 31, 2008. Effective 2008-2009, all such employees will receive a payment of five hundred and twenty dollars (\$520) over and above the amount listed in the above schedule. Such payment will continue for the year 2009-2010. Payment of these additional amounts will be made on the same basis as the longevity payments noted in the schedule above.

F. Holiday Pay

Each Firefighter shall receive eight (8) hours pay for each of the following days:

New Year's Day	Independence Day
President's Day	Labor Day
Good Friday	Columbus Day
Easter	Veteran's Day
Memorial Day	Thanksgiving
(1) Floating Holiday	½ Day before Christmas
	Christmas Day
	½ Day before New Year's Day

Payment for Holidays in the fiscal year shall be made as follows:

1. Six (6) days' pay on the first payday in June.
2. Seven (7) days' pay on the first payday in November.

The obligation of the Village to grant Holidays or give Holiday pay shall be limited to the specific terms of the paragraph. The Village will continue to comply with Section 63 of the Public Officers Law.

If a Firefighter terminates his/her employment prior to the occurrence of any such holiday, there shall be added to his last regular pay check payment for those holidays which occurred prior to such termination, and he/she shall not be entitled to any pay for holidays which occur after such termination.

The Village may designate an employee as Senior Firefighter. The designation and duration of time is at the Village of Kenmore's discretion and is not subject to the grievance procedure. When so serving as Senior Firefighter, the employee will receive additional pay as determined by the Board of Trustees for each full hour worked.

G. Court Appearances

Each Firefighter who, in connection with his/her duties, appears in Court as scheduled by the Head Building Inspector at times outside his/her regularly scheduled work time shall be paid at his/her hourly rate for the actual time spent or for four (4) hours, whichever is greater, for each such daily appearance.

**ARTICLE VI  
VACATIONS**

A. All Firefighters shall be granted annual vacations with pay on a fiscal year basis, and based on date of hire. The amount of vacation time shall be fixed at the start of the fiscal year for new employees hired after 6/1/83.

After one (1) year	80 hours
After five (5) years	120 hours
After ten (10) years	160 hours
After fifteen (15) years	200 hours
After twenty (20) years	240 hours

Firefighters with less than one (1) year of service shall have vacation with pay prorated. Vacations will be scheduled by the Village, and will be assigned with due consideration to the employee's length of service. Vacation leave, if not taken, will expire at the end of each fiscal year.

B. A Firefighter entitled to vacation of 120 hours or more may apply to the Village for an opportunity to work for up to 40 hours of his/her vacation period and be paid therefore in addition to his/her vacation pay. Said application must be filed with the Senior Firefighter thirty (30) days prior to its desired effective date. The Village Board shall have absolute discretion in either granting or denying said application and no grievance or arbitration may be filed by the employee or the Union seeking to vacate or set aside the decision made by the Village Board on the application so made.

**ARTICLE VII  
SEPARATION PAYMENTS**

Payments will be made to employees of the monetary value of unused vacations, holidays, longevity pay, and compensatory time standing to the credit of an employee at the time of his/her separation from Village service, be it voluntarily or involuntarily. However, it is understood a discharged employee for cause would not be so entitled to the provision of this paragraph. Such payments shall be limited to the accruals earned during the year of the separation. In case of death in service, such payment shall be paid to his/her beneficiary or beneficiaries.

**ARTICLE VIII  
PROMOTIONS**

The Village agrees to request from the Civil Service of Erie County, a new examination to be held within three (3) months before the expiration of any eligible list for a competitive class within the department. The Village further agrees not to request an extension of any eligible list for fire personnel beyond the normal life of such list. Whenever any such list contains fewer than three names, the Village shall request another list, or if there be none, an examination.

The Village agrees not to make any temporary appointments to promotional positions except in an emergency and then only until an appointment may be made from an eligible list of three or more names. Except as otherwise required by statute, rule or regulation governing the Civil Service, personal ratings shall not be used to affect competitive rating or ranking.

**ARTICLE IX  
LEAVES**

A. Personal Leave

Each Firefighter shall be entitled to take forty-eight (48) hours personal leave with pay in each fiscal year subject to written approval by the Village at least twenty-four (24) hours in advance of the leave or in an extreme emergency. Such approval will not be unreasonably withheld.

B. Funeral Leave

Beginning with day of death and ending the day following the funeral, leave not exceeding five (5) days, for a death in the immediate family, shall be granted to all Firefighters. The immediate family shall mean spouse, parent, brother, sister, child, father-in-law, mother-in-law and grandparents. Leave on the day of a funeral for relatives other than those in the immediate family as defined above may be granted at the discretion of the Village.

C. Sick Leave

1. Commencing June 1, 1980, each Firefighter shall have available to him/her, fourteen (14) days paid sick leave per fiscal year of service, plus sick leave accumulated from prior years not to exceed a total of two hundred (200) days accumulated sick leave. Injuries sustained in the performance of duty shall not be charged against paid sick time.

2. The Village may require Doctor's certification for sick leave of over three (3) days.

3. Employees who have exhausted all of their sick leave due to a major illness may request in writing, from the Village Board, an extension of paid sick leave. The decision of the Village Board is final and not subject to the grievance procedure.

The decision could be in one of the following forms due to the employee's past record:

- a. A period of time not returnable to the Village.
- b. A period of time returnable to the Village when the employee returns to work, as provided in paragraph one (1) above.
- c. No period of time granted.

D. Sick Leave Incentive

An employee who works his/her regular work schedule during any three (3) consecutive months without utilizing any sick leave shall be credited with eight (8) hours monetary compensation. In addition, an employee who works his regular work schedule during any twelve (12) consecutive months without utilizing any sick leave shall be credited with an additional eight (8) hours monetary compensation. This schedule of benefits is as follows:

Three (3) months	eight (8) hours credit*
Twelve (12) months	eight (8) hours plus an additional eight (8) hours credit
Fifteen (15) months	eight (8) hours credit*
Twenty-four (24) months	eight (8) hours plus an additional eight (8) hours credit

\*(The benefit schedule repeats itself)

E. Educational Leave

The Village may, at its discretion, authorize the attendance of Firefighters at schools or training that relates to the duties of a Firefighter/Code Enforcement Officer. Those so designated may attend without loss of pay and with reimbursement of those expenses as may be approved by the Board of Trustees.

The Village will provide books for and pay the full cost of tuition and fees of all Firefighters who, when designated by the Village, attend and complete successfully, Fire Sciences courses leading toward a degree in Fire Science. Payment will be made as follows:

1. All expenses mentioned, upon presentation of evidence of successful completion of individual courses; and
2. All expenses previously unreimbursed, to be paid in a lump sum upon completion and receipt of an Associate's degree.

It is understood that, upon completion of such course, a Firefighter is expected to remain in service of the Village for one (1) year. In the event he/she leaves before the completion of such year, he/she is obliged to reimburse the Village for such expenses. The Village may, at its discretion, grant time off with pay for Firefighters to attend M.E.T. training.

**ARTICLE X  
JURY DUTY**

Any Firefighter serving on a Jury shall suffer no loss of his/her regular pay during the period of Jury Service.

**ARTICLE XI  
MEDICAL INSURANCE**

A. The Village will provide the cost of health insurance of Blue Cross Blue Shield of Western New York Group Health Care Contract. Each employee shall pay \$30/pay period, through payroll deductions, toward the cost of such health insurance. The Village agrees to pay all increases per year in the cost of the premium of the Blue Cross/Blue Shield POS Plan during the term of this contract.

Should the Village Health Insurance Company eliminate or modify any insurance/prescription plan, the Village will convert to another plan offered by the insurance company. In addition, the Village agrees to negotiate with the Union regarding the impact of such change. The Village will not have any economic liability regarding the alternative insurance coverage provided under this provision.

No employee who is covered under a spouse's health insurance coverage that provides comparable coverage would be covered by the Village of Kenmore. During the term of this contract, the Village of Kenmore agrees to offer \$1,500.00 per year to an employee who agrees not to elect health care coverage.

The Village may, from time to time, make proposals to the Union of other Health insurance plans during the duration of this Agreement. No change in Health Insurance will take place unless the Village has received agreement to said change from the Union and all other collective bargaining units recognized by the Village.

B. Health Insurance After Retirement or After Death in Service

Effective June 1, 2001 each Firefighter may utilize the value of up to ninety (90) accumulated sick days, toward payment of premiums for health insurance for himself/herself and family upon retirement or death. The health insurance plan available will be that which is provided to active employees from time to time. The plan may be different from the plan which is provided at the time of retirement. These accumulated days shall be utilized as follows:



Upon retirement or death in service, ninety (90) unused sick days accumulated under Article IX(C), as of that date shall be worth the value of the daily rate of the employee at the time of retirement or death.

The payment of health insurance premiums for a retired Firefighter shall only be made on behalf of a retired Firefighter who is not employed where similar health insurance is available to him/her without cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid only during the life of the pensioned Firefighter, or to his/her widow/widower, upon the firefighter's death, but only until he/she remarried, dies or until the value of the ninety (90) accumulated days have been exhausted.

If a National health Insurance program is enacted to replace the present health insurance, this program of accumulated days shall be void, and all accumulated days shall be lost. If national Health is eliminated we revert back to original health insurance.

1. Additional Benefits

If a Firefighter has two hundred (200) accumulated sick days in his/her bank at the time of his/her retirement, he/she will be entitled to an additional benefit of utilizing the value of the number of sick days "lost" since June 1, 1980, up to a maximum of two hundred (200) days which includes the accumulated days referred to in paragraph B of this article. If a Firefighter does not have two hundred (200) days in his/her bank as of the date of his/her retirement, he/she shall not be entitled to any additional benefits.

"Lost" days are those unused sick days which would have accumulated from year to year but for the fact that the Firefighter already had reached the maximum allowable in the bank of two hundred (200) and were not used or paid for and which could not be used in future due to the employees exceeding the two hundred (200) day maximum at year's end.

**ARTICLE XII  
PENSION BENEFITS**

The Village agrees to provide and maintain a non contributory retirement plan for all full time paid Firefighters in accordance with Sections 384 d (1/2 pay 20 year plan) 384 e, g and h.

(1/2 pay 25 year plan) of the New York State Policemen's and Firemen's Retirement Law and to maintain and provide those present pension benefits now in effect.

The Village further agrees to provide the guaranteed Ordinary death benefit authorized by Section 360 b of the Retirement and Social Security Law (three times annual earnings to a maximum of \$20,000) and also an additional service credit for retirement purposes of one (1) additional day for each day of accumulated and unused sick leave up to a maximum of one hundred sixty-five (165) days as provided in Section 341 J sub division of the Law.

The retirement benefits enumerated above have been created by statute and are dependent for their continued existence upon the maintenance of such statute. Retirement and guaranteed death benefits for new employees will be dependent upon the provisions of the Retirement and Social Security Law as it has been or may hereafter be amended.

### **ARTICLE XIII IN-SERVICE TRAINING – MEETINGS**

A Firefighter may be required to attend two Departmental meetings and one inspection per year without pay.

Any Firefighter required to attend In-Service Training or Departmental meetings in excess of those listed above on his off duty time, shall be compensated by receiving compensatory time off for the time actually spent in such training, plus one (1) hour travel time. A list of this time shall be kept by the Village and the Union.

### **ARTICLE XIV FIRST RESPONDER TRAINING**

Within the first year of this Agreement, all employees must take and pass the certified First Responder training course. All employees must maintain a current certificate for such training throughout their employment.

**ARTICLE XV  
UNIFORMS**

The Village shall continue to provide, repair and replace all uniforms including shoes and equipment. In addition, the Village shall provide all full time paid Firefighters with a complete outfit of protective clothing necessary to carrying out his firefighting duties. The Union will meet with the Village to make any recommendations concerning uniforms and equipment. A list of required uniforms and equipment will be given to each Firefighter by the village. The village shall provide all full time paid Firefighters with an annual \$400 a year stipend for uniform cleaning to be paid by the second pay in December for each year of the contract.

**ARTICLE XVI  
SENIORITY**

A. Layoffs – In the event of a layoff due to a cutback in personnel, appointment date and position on the Civil Service Lists shall be the means of determining the persons to be laid off, starting with the latest appointee.

B. Computation of Seniority – The Firefighters shall acquire Seniority upon completion of the probationary period. Seniority position shall be based upon date of appointment and length of service.

C. Vacation Schedule – The most Senior person shall be entitled to schedule two (2) weeks of his/her vacation first. The remainder of Firefighters shall thereafter schedule two (2) weeks of their vacation in order of seniority. Upon completion of the list, or after thirty (30) days, the most Senior person shall again schedule the remainder of his/her vacation, if he/she so desires; if he/she does not desire to schedule his/her remainder, then he/she shall so note.

The next most Senior person shall then schedule the remainder of his/her vacation if he/she so desires, and if not he/she shall so note, by signature, and this shall continue until all Firefighters shall have been afforded the chance to complete their vacation schedule.

Date of request will prevail in all vacation leaves, and personal days off.

**ARTICLE XVII  
DURATION OF THE CONTRACT**

This contract shall take effect upon the first day of June 2007, and shall remain in force and effect until May 31, 2010.

**ARTICLE XVIII  
CONFORMITY TO LAW - SAVING CLAUSE**

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from those judgment or decrees no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in effect.

**ARTICLE XIX  
LEGISLATIVE IMPLEMENTATION**

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 XX  
GRIEVANCE PROCEDURE**

Section 1 – Policy

The Village and the Union desire that all employees in the unit be treated fairly and equitable. It is intended that this Grievance Procedure will provide a means of resolving complaints and grievances at the Departmental level and that nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate supervisor or Department Head.

Such discussion will not interfere with the right of any employee to process complaints through the Grievance Procedure.

### Section 2 – Definitions

(a) Grievances of employees in the bargaining unit shall be processed in accordance with the provisions of this Article.

(b) The term “Grievance” as used herein shall mean a complaint by an employee in the bargaining unit, or by the Union in his/her/their behalf; that there has been as to him/her/them a violation, misapplication or misrepresentation, or inequitable applications of this Agreement, or of the rules and regulations affecting the operation of the Kenmore Fire Department, provided the term "Grievance" shall not apply to any matter as to which (1) method review is prescribed or provided by law or any rule or regulation having the force and effect of law, or (2) the Board is not empowered to act.

(c) To encourage the resolution of Grievances at the Departmental level, it shall be a fundamental responsibility of supervisors at all administrative levels to make prompt determinations respecting Grievances in accordance with these procedures.

(d) An employee in the bargaining unit shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination and reprisal by any person or party to this Agreement.

(e) An employee may be represented at all steps of this Grievance Procedure by the Union or Counsel, or both.

(f) All Grievance meetings will be held during either non-assigned time during the normal work day or after work hours if mutually agreed upon by both parties. The Village of Kenmore shall accept no financial obligation for such time spent by the Grievant or its representatives.

(g) A record of all Grievances filed pursuant to these procedures and dispositions made thereof shall be maintained by the Village Clerk for reference purposes.

(h) The time limits specified; herein shall be observed unless extended in writing by mutual agreement.

(i) Grievances should be filed within fifteen (15) work days from the time the Grievant became aware of the acts or omissions which gave rise to the grievance.

### Section 3 – Procedure

Step 1 – An employee with a complaint should first discuss the matter with the Department Head or his/her representative. In this discussion the persons involved shall make an earnest effort to resolve the matter. The Department Head or his/her representative shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but not later than three (3) working days after the discussion. It is agreed that the parties make every attempt to settle complaints at this step.

Step 2 – Failing satisfactory disposition of step 1, the Grievant shall within three (3) work days, reduce his/her complaint to writing, either in a form mutually agreed upon or in a letter. Such grievance must contain the following information (1) A statement indicating his/her decision to process his/her grievance through the negotiated Grievance Procedures. (2) A statement indicating the nature of the Grievance. (3) Specific reference to the clause or clauses of the Contract which the Grievant feels have been violated. (4) A statement outlining the relief sought. The written grievance shall be submitted to the Grievance Committee of the Union. By majority vote, it shall within three (3) work days after the receipt of a grievance, determine whether to discontinue the grievance or request further review.

Step 3 – If the Grievance Committee of the Union determines to seek further review, it shall immediately submit the written grievance to the Department Head or his/her representative. This submission may be accompanied by oral or written information. The Department Head or his/her representative shall render his/her determination in writing to the Union Grievance Committee within three (3) working days of the submission.

Step 4 – Failing satisfactory disposition of the grievance at Step 3, the Union Grievance Committee shall, within three (3) working days after the determination of the Department Head or his/her representative at Step 3, request a hearing with the Grievance Committee of the Board of Trustees. The Union Grievance Committee shall be comprised of two (2) members of the Union who shall be appointed by the President of the Union. Such hearing shall be held at a mutually agreed upon time, but in no event later than ten (10) working days following the request for such hearing. The Grievance Committee of the Board of Trustees shall thoroughly investigate the grievance and shall afford the grievant and the Union an opportunity to present evidence in any form. The above said hearing shall remain confidential. The Grievance of the Board of Trustees shall render a written determination of such grievance to the Union within ten (10) working days after the close of the hearing.

Step 5 – If either party is dissatisfied with the disposition of the grievance at Step 4, it may submit such differences to arbitration by serving notice on the other within fifteen (15) working days following completion of Step 4 of the Grievance Procedure.

#### Section 4 – Arbitration

The Arbitration shall be conducted by an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after the referral to arbitration, the Public Employees Relations Board shall be requested to name an arbitrator under its rules and procedures.

The fee and expenses of the arbitrator shall be borne equally by the parties. The Village and the Union shall bear the expense of their respective witnesses and any other expenses they may incur.

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

Section 5 – When several Firefighters have an identical grievance, said grievance will be processed as a group grievance.

Section 6 – A grievance shall be considered settled upon the written request of the grievant, or when the grievant ceases to be a regular employee of the Village of Kenmore by his/her resignation, or when the time limit to appeal to the next step expires, unless extended in writing by mutual agreement.

## **ARTICLE XXI UNION ACTIVITIES**

Individuals who are designated for the purpose of adjusting grievances or assisting in negotiations or administering future contracts will be permitted a reasonable amount of time from their regular duties to fulfill these obligations.

One Firefighter designated by the Union to represent the Union at a State-wide meeting of the International Union shall be allowed a maximum of three (3) days leave with pay to attend such meeting. The Union shall, insofar as possible, give the Village at least thirty (30) days notice prior to such meeting of the name of the person who will attend.

## **ARTICLE XXII TERMINATION**

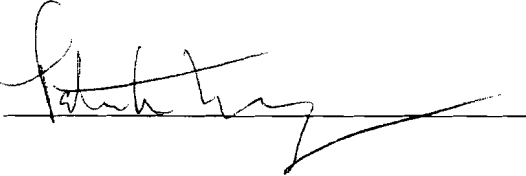
Should either party to this Agreement wish to inaugurate collective bargaining discussion over changes they wish to introduce into this Agreement, it is agreed the notice of the substance of the changes and the language thereof shall be mailed to the other party to the Agreement not less than one hundred and fifty (150) days before the termination date of this Agreement on the termination date of annual renewal.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the 6<sup>th</sup> day of May, 2008.

VILLAGE OF KENMORE  
COUNTY OF ERIE  
STATE OF NEW YORK

KENMORE PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION

By: 

By: Dale W. Cleary

Title: Mayor, Village of Kenmore

Title Firefighters / CEO