

Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Selden Fire District and United Service Workers Union, IUJAT, Local 74 (2007)**

Employer Name: **Selden Fire District**

Union: **United Service Workers Union, IUJAT**

Local: **Local 74**

Effective Date: **07/01/07**

Expiration Date: **06/30/10**

PERB ID Number: **7161**

Unit Size: **11**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

7/1/07 - 6/30/10

GEN\7161

THIS AGREEMENT made and entered into as of this day
of , 2008, by and between the **BOARD OF FIRE COMMISSIONERS OF THE**
SELDEN FIRE DISTRICT, with offices at Woodmere Place, Selden, New York 11784
(hereinafter referred to as the "FIRE DISTRICT"), and **LOCAL 74, UNITED SERVICE**
WORKERS UNION, IUJAT, with offices at 24-09 38TH Avenue, Long Island City, New York
11101-3512 (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this contract is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the taxpayers, the FIRE DISTRICT and the employees. The parties recognize that the interest of the community and the safety, welfare, and job security of the employees are dependent upon the successful operation of the job.

WITNESSETH:

Therefore, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the FIRE DISTRICT and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties, and for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATIVE

1.1 The FIRE DISTRICT recognizes the UNION as the exclusive bargaining agent for all Firehouse attendants/custodians, including the mechanic, and maintenance mechanic,

RECEIVED

1

JUL 08 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

11

employed under Section 55A of the Civil Service Law by the FIRE DISTRICT at its Selden, New York facilities with respect to rates of pay, hours of work and other terms and conditions of employment. This agreement excludes all other employees.

1.2 It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as pertaining to both male and female employees.

ARTICLE II

PAYROLL DEDUCTIONS

2.1 The FIRE DISTRICT will deduct from pay, dues as designated by the UNION for membership dues in the UNION, on the basis of individually signed voluntary deduction authorization cards in form agreed to by the FIRE DISTRICT and the UNION on the first pay day of the month and forwarded to the Secretary-Treasurer of the UNION within ten (10) days of such deductions. Deductions from an employee shall be in accordance with the date stamped on the "Dues Deduction Card." Authorization for deduction of dues from pay shall remain in effect until the expiration of this Agreement.

In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the UNION.

The UNION agrees to indemnify the FIRE DISTRICT and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the FIRE DISTRICT for the purpose of complying with any list, notice, or assignment furnished under any provision of such.

2.2 The FIRE DISTRICT does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the effective date of employment, whichever is later, each employee will pay to the collective bargaining agent each month a service charge toward the administration of this Agreement and the representation of such employee, provided, however, that each employee will have available to him membership

in the Union on the same terms and conditions as are available to every member of the UNION. The service charge shall be an amount equal to the collective bargaining agents regular monthly dues for each month thereafter in an amount equal to the regular monthly dues. The FIRE DISTRICT shall deduct such fee in the same manner the membership dues are deducted.

2.3 The UNION will comply with all statutory requirements regarding Agency Fee and dues deductions.

2.4 Cope deductions shall be made by the employer on behalf of the employees who have signed an authorization card for the Committee on Political Education

ARTICLE III

EMPLOYMENT AND PROBATION

3.1 The probationary period for all new employees shall be one hundred and Twenty (120) days. The FIRE DISTRICT, however, may extend the probationary period beyond said one hundred and twenty (120)days for an additional one hundred and twenty (120) days by advising the employee, in writing, of said extension of probation prior to the end of his probationary period. Seniority shall date from the first day worked.

ARTICLE IV

MANAGEMENT PREROGATIVES

4.1 Except as otherwise specifically provided in this Agreement, the FIRE DISTRICT has the exclusive right, as a public employer, to manage its affairs and to direct and control its operations. Such traditional management prerogatives shall include, but not be limited to, the following rights:

a . To select, hire, promote, transfer, assign, discharge, discipline, lay off employees or

discontinue their positions, subject, however, to the New York State Civil Service Law or other applicable statutes and the grievance procedure, as set forth in Article XXIX of this Agreement;

- b. To make rules and regulations governing the conduct, appearance and safety of its employees;
- c. To maintain discipline and efficiency among its employees.
- d. To decide the machines, tools and equipment to be used;
- e. To establish and maintain all other work rules, as well as necessary and reasonable operating rules and regulations not in conflict with those contained herein or the laws of the State of New York;
- f. To introduce any and all labor-saving devices and changes deemed appropriate by the FIRE DISTRICT;
- g. To decide the methods of operations and the places where all or part of its operations may be conducted;
- h. To determine work schedules, staffing requirements and the number of shifts; and
- i. To determine the starting and quitting time and the number of hours to be worked including requiring that overtime hours be worked.

4.2 The UNION recognizes the right of the FIRE DISTRICT to exercise its choice in the selection of supervisory personnel and further agrees that supervisory personnel may perform work which is performed by bargaining unit employees where such work involves the instruction or training of employees for new and changing operations; to cover temporarily for absences or other employee changes; to overcome production difficulties and to avoid interruption of schedules; to assure the uninterrupted operation of the facility; to protect the safety of the employees and equipment; and for assisting bargaining unit personnel to overcome operating difficulties.

It is understood that none of the enumerated reasons for supervisory performance of

bargaining unit work is intended to restrict the supervisors in carrying out, to the fullest extent, their managerial duties.

The UNION agrees that the UNION and the employee(s) will use their influence and best efforts to protect the property of the FIRE DISTRICT, and will cooperate with the FIRE DISTRICT to eliminate interruption of work and interference with the efficient operation of the FIRE DISTRICT'S operations at all times.

4.3 The parties agree that the FIRE DISTRICT shall have the right to subcontract any work to sub contractors of its choice to improve the efficiency at the facility.

ARTICLE V

WAGES AND BENEFIT PAYMENTS

5.1 Wage rates for all employees covered by this Agreement are set forth in **EXHIBIT A**, which has been attached hereto.

ARTICLE VI

WORK WEEK

6.1 Should the FIRE DISTRICT desire to change the hours of work or schedule of four (4) employees or more, it agrees to provide the UNION with at least seven (7) days' notice of change, except in an emergency. If the change involves less than four (4) employees, the FIRE DISTRICT will provide seventy-two (72) hours' notice, except in an emergency.

6.2 The work week shall begin at 12 Midnight Monday and terminate at 12 Midnight the following Sunday.

6.3 All full-time employees shall work 8-hour days with shifts running as follows:

8:00 A.M. - 4:00 P.M.

4:00 P.M. - 12 Midnight

12 Midnight - 8:00 A.M.

6.4 All full-time employees shall be given a half hour paid meal break per shift during which time he shall remain in the Firehouse.

6.5 All employees shall not be allowed to leave their work area during their shifts unless in an emergency or when permission is given by the District Manager and/or a member of the Board of Fire Commissioners. They shall be allowed to eat meals while on duty.

6.6 All employees shall work according to the schedule presented to them by the District Manager and/or Board of Fire Commissioners.

6.7 In the event any part-time positions are made full-time positions, the FIRE DISTRICT agrees to first offer those positions to employees by seniority within classification at the same hourly rate as in effect at that time, provided said employee meets all standards for the full time position established by the FIRE DISTRICT, The Civil Service Commission and the Civil Service Law.

6.8 The official pay day is the Thursday following the work week ending the previous Sunday; however, should a pay day fall on a recognized holiday, pay day will be the previous day.

6.9 The UNION recognizes the right of Management to exercise flexibility in the interest of economic efficiency or efficiency of operations. Flexibility is construed to mean the right to transfer employees from shifts or stations. However, should this right of Management be abused, this shall be remedied through the regular grievance procedure which shall be expedited.

ARTICLE VII

OVERTIME AND SHIFT SCHEDULES

7.1 Overtime pay at the rate of time and one-half of the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one work day to those full-time employees working an eight (8) hour shift.

7.2 Employees are to report to their work area and to be ready to start work at the starting time of their shift. Employees working on shift work are not to leave their work area until

properly relieved or excused by their supervisor or designee.

7.3 Overtime must be approved by the District Manager or by a designated representative of the FIRE DISTRICT.

7.4 Overtime will be monitored by the District Manager in conjunction with the Board. Overtime shall be rotated on a nondiscriminatory basis in the order of seniority, provided the employee asked to work overtime is qualified for the work to be, performed. All full-time workers are to be asked to work overtime before part-time workers are given the choice for overtime hours.

7.5 All employees assigned to work the 4-12 and 12-8 work shifts shall receive a wage differential equal to five per cent (5%) of their annual stipulated wage rate.

ARTICLE VIII

EMERGENCY WORK

8.1 Any full-time employee required to report to work to relieve another employee or to perform emergency work shall be guaranteed a minimum of two (2) hours pay at the rate of one and one-half of the employee's regular hourly rate of pay.

8.2 All overtime work or emergency work must be approved by the authorized member of the Board of Fire Commissioners or the District Manager. Any employee working emergency or overtime work shall be subject to the same scan-in/scan-out procedures presently in effect.

ARTICLE IX

TIME RECORDS

9.1 All hourly employees are personally required to record their hours worked by the use of a hand scanning device provided by the FIRE DISTRICT, or any other means of time monitoring as approved by the FIRE DISTRICT.

ARTICLE X

PRIOR CONDITIONS OF EMPLOYMENT

10.1 No part of this Agreement shall be construed as to preclude the FIRE DISTRICT from giving any further benefits to its employees.

ARTICLE XI

SENIORITY, PROMOTIONS AND TRANSFERS

11.1 Seniority for all unit employees shall be computed from the date of commencement of employment.

If layoffs become necessary, part-time and probationary employees shall be laid off before any permanent, full-time employees shall incur a reduction in straight-time pay. If, after all part-time and probationary employees have been laid off, and other reductions in work force are necessary, the FIRE DISTRICT shall lay off in accordance with the principles of seniority, provided the retained employee can efficiently perform the required work.

When recalls occur, employees will be recalled in the inverse order in which they were laid off by the FIRE DISTRICT sending written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work. An employee shall not be deemed to have waived his right to return to work unless he fails to report within two (2) weeks. A laid-off employee has a two (2) year recall right.

11.2 All job and shift openings and promotions shall be posted, and all employees in the unit shall have the opportunity to bid on same. The FIRE DISTRICT shall offer said openings and promotions to employees who have bid upon them on the basis of seniority, ability, work record, and qualifications to perform the job efficiently.

No persons outside the FIRE DISTRICT may be considered for said opening and promotion unless no unit employees having the requisite ability and qualifications are available.

The above mentioned preference conditions are conditioned upon the employee meeting all standards for the full time position established by the FIRE DISTRICT, the Civil Service Commission and the Civil Service Law.

ARTICLE XII

RATES OF PAY

12.1 All full-time employees are expected to recognize the FIRE DISTRICT as their primary employer. The FIRE DISTRICT recognizes its responsibility to its employees and their families, and shall make every effort to maintain fair and equitable rates of compensation, based on comparison with other employers in the Municipal community. Current job titles and rates of pay may be found in EXHIBIT A, which is attached and forms a part of this Agreement.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

13.1 It shall be the sole right of the Board to discipline employees for just cause. The Board shall follow a policy of progressive discipline in an effort to allow an employee to improve his conduct prior to discharge. In instances where misconduct is grievous, including but not limited to theft, assault, on-the-job intoxication, drug use or influence, failure to report without four (4) hours notification, any violation of the Board's rules and regulations regarding personal use of time monitoring devices, or violation of any State or Federal Law, the Board shall have the right to impose the penalty of discharge without prior warning.

13.2 In any case, where an employee is discharged or disciplined, the Board will give written notice to the UNION.

13.3 No permanent employee shall be discharged except for just cause. The UNION reserves the right to dispute any such discharge. If the parties fail to agree, the matter shall be submitted through the regular channels of the grievance and arbitration procedure as provided by this Agreement.

13.4 The UNION will cooperate with the FIRE DISTRICT in conducting random drug testing, should the FIRE DISTRICT deem it necessary.

ARTICLE XIV

HOLIDAYS

14.1 All full-time employees shall receive eleven (11) paid holidays per year during the term of this contract:

New Year's Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	December 31 st
Columbus Day	

14.2 All full-time employees required to work on a holiday shall receive double time (16 hours standard pay for the 8 hours worked) but shall not receive any extra time off for working on the holiday. Part-timers required to work on a holiday shall receive time and one-half.

14.3 The Holidays provided for in this Agreement shall be posted on a Bulletin Board in a conspicuous place no later than June 1st of each year.

14.4 Should a Holiday fall during an employee's vacation, said employee will receive another days vacation.

14.5 The FIRE DISTRICT shall give prior notice to employees who are required to work on a Holiday, where possible.

14.6 An employee who takes off the day before or the day after a holiday, will not be paid for the holiday, except if it's an excused absence approved by the FIRE DISTRICT.

ARTICLE XV

SICK LEAVE

15.1 Sick leave is intended to offset any loss of pay due to the illness of an employee. The intent herein is to provide the employee with compensation for legitimate illness. In the event an employee is absent from work for three (3) or more consecutive days, a doctor's certificate may be required upon returning to work. In an effort to maintain complete coverage, employees are required to notify the duty custodian or dispatcher of their inability to report for work.

The duty custodian or dispatcher will then notify the foreman or the District Manager.

15.2 All full-time employees will receive ten (10) days per year for sick time during the first five (5) years of full-time employment. Thereafter, full-time employees will receive one (1) additional sick day per year for each year of full-time employment, up to a maximum of fifteen (15) days per year as follows:

- Five (5) days as of July 1
- An additional five (5) days as of November 1
- The remaining days (1-5, if applicable) as of March 1

15.3 The District agrees to the establishment of a bank for sick time. Employees can rollover all unused sick time into the bank with a cap of forty-five (45) days. Sick leave granted during the calendar year, but not used, will be credited to the employee for future use in the bank. Unused sick leave will be paid to the employee, on his/her retirement or upon death to his or her beneficiary, up to forty-five (45) days accumulated. Unused sick time exceeding forty-five (45) days will not be compensated. Employees must retire from active employment duty and meet the requirements of the New York State Employees' Retirement System in order to qualify to receive pay out of their accumulated unused sick leave time.

15.4 Part-timers hired prior to the 2004 contract shall be entitled to two (2) sick days per year after three (3) years of service. No part-time employee hired after that date shall be entitled to paid sick leave.

15.5 The District reserves the right to review employee attendance and exercise discretion with regard to abuse of sick leave by any employee

ARTICLE XVI

VACATIONS

16.1 Vacations are provided for full-time employees on a fiscal year basis and are determined as of July 1st each year. All employees with less than one (1) full year of service as of July 1st will accrue one (1) full day of vacation for the first three (3) months, then one (1) additional day for each month of full service through June 30th to a maximum of ten (10) days.

Employees with one (1) full year of service will receive paid vacations according to the following schedule:

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION BENEFIT</u>
At least one (1) full year, but less than five (5) years as of	July 1 st 10 days paid vacation
Five (5) full years, but less than ten (10) full years as of	July 1 st 15 days paid acation-1 extra day per year up to 10th year
More than ten (10) full years of continuous service as of	July 1 st 20 days paid vacation
11 years of service	21 days paid vacation
12 years of service	22 days paid vacation
13 years of service	23 days paid vacation
14 years of service	24 days paid vacation
15 years of service or over	25 days paid vacation

16.2 Eligible employees will be advised of earned vacation time in June of each year. Vacations will be scheduled based on seniority within classification.

16.3 Permanent part-time employees shall be entitled to two (two) full days of paid vacation time per contract year, after they have completed (3) full years of employment with the FIRE DISTRICT, which two (2) full days of vacation time shall continue until the permanent part-time employee has completed seven(7) consecutive years of service with the FIRE DISTRICT. When the permanent part-time employee has reached seven (7) years of service with the FIRE DISTRICT, the employee shall be entitled to one (1) additional vacation day. When the permanent part-time employee has reached ten (10) years of service with the FIRE DISTRICT, the employee shall be entitled to one (1) additional vacation day, for a maximum total of four (4) vacation days. All paid vacation time shall be measured as of July 1st, the commencement date of each contract year. A permanent part-time employee who has not completed three (3) full years of service by July 1st shall not accrue vacation time until the first (1st) of July following the completion of three (3) full years of service.

16.4 No carry-over of unused vacation time shall be allowed for any employee, permanent or part-time. However, unused vacation time shall be paid annually by management on or before sixty (60) days following the end of each contract year.

16.5 No more than two (2) employees shall be allowed to take vacation at one time and for no more than three (3) consecutive weeks.

ARTICLE XVII

HOSPITAL AND MEDICAL BENEFITS

17.1 The FIRE DISTRICT agrees to pay the full premium for participation in the New York State Health Insurance Program for all full-time employees hired before July 2004 . Those employees hired after that date are required to pay a 5% co-pay for their insurance.*

17.2 Employees hired before July 2004 who retire from the FIRE DISTRICT before the age of sixty-five (65) years will have their health insurance and their family's, if applicable, paid in

full by the FIRE DISTRICT. For those employees hired after July 1, 2004 and before July 2007, who retire before the age of sixty-five (65) years the FIRE DISTRICT will pay ninety-five (95%) percent of their health insurance and their family's, if applicable.*

Medical benefits for those employees hired after July 2007 that retire from the FIRE DISTRICT after the age of 55 and before the age of 65 who have ten(10) years of service with the FIRE DISTRICT, shall have their health insurance and their family's, if applicable, paid by the FIRE DISTRICT, except for the 5% co-pay.*

17.3 After the age of sixty-five (65), the cost of a policy supplementing Medicare Shall be paid fifty (50%) by the District and fifty (50%) percent by the employee, for the employee and family, if applicable, for all full time employees hired before July 2004. All full time employees hired after that date shall still be required to pay the five (5%)percent co-pay in addition.

*The FIRE DISTRICT'S contributions for the spousal health insurance shall cease upon the death of the employee. The Spouse of the deceased employee may still be entitled to the health insurance upon payment to the FIRE DISTRICT of one hundred (100%) percent of the monthly premium.

17.4 Optical Coverage is to include one (1) exam. and one (1) pair of glasses every year, for full-time employees only. However, in no event shall the cost to the FIRE DISTRICT for optical benefits exceed four hundred (\$400.00) dollars per contract year per employee. Optical coverage shall cease upon the retirement of the full-time employee.

ARTICLE XVIII

DENTAL COVERAGE

18.1 The FIRE DISTRICT has arranged participation in the Blue Cross/Blue Shield Community Dental Plan. Participation and cost of the program is extended to all full-time employees as follows:

Full-time employees presently enrolled in the New York State Employees Health Insurance

Program will be eligible with the FIRE DISTRICT paying the full share of the premiums.

Dental coverage shall cease upon the retirement of the full-time employee

ARTICLE XIX

RETIREMENT PROTECTION

19.1 In addition to the benefits provided by the Social Security System, the FIRE DISTRICT has also elected to participate in the New York State Employees Retirement System-for the purpose of coverage for all full-time employees. This plan (Tiers 3 and 4) requires contributions from the following:

FIRE DISTRICT.....	10.4% of salary base
Employee.....	3.0% of salary base

ARTICLE XX

FUNERAL LEAVE

20.1 Any full-time employee who is absent from work in order to attend the funeral of a spouse, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, grandparent or grandchild will receive pay for regularly scheduled work lost at his straight time hourly rate on the basis of the regular hours worked on his assigned shift for a period not to exceed five (5) days pay. The employee shall have the option of either using funeral leave for the five (5) days immediately following the date of death, or using such leave on the date of death and four (4) subsequent days.

ARTICLE XXI

JURY DUTY

21.1 In the event a full-time employee is called for jury duty, he shall receive his regular pay for a period not to exceed two (2) weeks, based upon the number of days, or parts of days he is absent from work, less any pay which he had received from the particular Federal, State or

Local Government. Should an employee be required to serve on a jury, he shall inform his supervisor as soon as he has been notified. Each employee is required to return to his scheduled work on any day that he is not required to be on jury duty. A jury service notice shall not be considered jury duty. For purposes of this paragraph, jury duty shall be considered actual time expended at the Court facility.

ARTICLE XXII

LEAVE OF ABSENCE

22.1 Employees may, after formal request, for a legitimate reason, including UNION business, be granted a leave of absence, without pay or benefits, for up to but not to exceed one (1) year. However, during such leave of absence, the full-time employee may, after formal request, be allowed to pay his or her hospital insurance premiums for a period of one (1) year.

ARTICLE XXIII

MATERNITY AND PATERNITY LEAVE

23.1 Upon written request of the employee, he or she will be granted a leave of absence, without pay or benefits, for a term not to exceed one (1) year, commencing at the date of birth or adoption of a child of the employee, and said employee shall be reinstated in the same or comparable position upon the termination of the maternity or paternity leave. However, during such leave of absence, the full-time employee may, after formal request, be allowed to pay his or her hospital insurance premiums for a period of one (1) year.

ARTICLE XXIV

GENERAL CLAUSES

24.1 The FIRE DISTRICT agrees to maintain supply and replace all tools and equipment necessary in performing their duties.

24.2 No employee of the FIRE DISTRICT is allowed to use his own personal Vehicle in the performance of his duties.

24.3 The FIRE DISTRICT maintains a complete first aid kit in the Fire Station.

24.4 There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin or UNION membership.

24.5 The FIRE DISTRICT shall provide a bulletin board in the main firehouse for the use of UNION memos, a copy of which shall be submitted to the FIRE DISTRICT.

24.6 Both parties agree that all statutes, and valid regulations relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this Agreement.

24.7 There shall be no private arrangements between any employee and the FIRE DISTRICT.

24.8 All permanent full-time employees hired in the future may be required to be EMT and EMD-certified.

ARTICLE XXV

VISITATION

25.1 The UNION, through its representatives, shall have the right to visit the FIRE DISTRICT, with prior notification to the Board or its designated representative, where employees covered by this Agreement are assigned during normal working hours of such employees.

25.2 Normal visiting procedure in the FIRE DISTRICT will be observed and normal work will not be interrupted.

ARTICLE XXVI

SHOP STEWARDS

26.1 The UNION shall forward the name of the Shop Steward to the Chairperson of the FIRE DISTRICT and shall advise him of any change of designee.

The shop Steward designated by the UNION, whose name shall be provided in writing to the Board, shall be permitted on prior request to his Supervisor, which shall not be unreasonably denied, a reasonable period of time but not more than thirty (30) minutes per day, to investigate and process grievances during working hours, and to provide new employees with UNION forms, receive notifications on behalf of the UNION and collect UNION dues from the employees during non-working hours.

ARTICLE XXVII

JOINT COMMITTEE

27.1 A Joint Committee, with equal representation from the UNION and from the FIRE DISTRICT, shall be established to investigate employee workload, employee safety, work performance and general conditions. The Joint Committee, after investigating the aforementioned, shall recommend changes to the Board of Fire Commissioners.

ARTICLE XVIII

GRIEVANCE DEFINED

28.1 A "grievance" shall mean dispute involving violation, or the interpretation or application of any of the terms or conditions set forth in this Agreement.

ARTICLE XXIX

GRIEVANCE PROCEDURE

29.1 Step I. Any grievance under this Agreement between the employees or the employee or UNION and the FIRE DISTRICT shall be submitted in writing to the employee's

immediate Supervisor and shall be answered in writing within five (5) working days of its submission.

Step II. In the event the grievance was not satisfactorily adjusted at Step I, the UNION may, within five (5) working days from the date of receipt of the written answer, take up such grievance with the Fire Commissioners who shall answer said grievance within ten (10) days after its presentation.

Step III. A grievance not satisfactorily adjusted at Step II shall be submitted within five (5) working days of receipt of the Fire Commissioner's answer to the Joint Grievance Committee. Such Committee is to be composed of two (2) FIRE DISTRICT representatives and two (2) Bargaining Unit Representatives.

Step IV. Failure of the Joint Grievance Committee to resolve the grievance at Step III within ten (10) working days shall result in said grievance being immediately submitted to an Arbitrator.

29.2 The Arbitrator shall be chosen from a list provided by the American Arbitration Association under existing rules. The Arbitrator shall have the authority to hear disputes concerning the interpretation of any provision of this-Agreement. His decision shall be final and binding on the parties. The costs will be borne equally by the FIRE DISTRICT and the UNION.

29.3 The Arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement, but shall determine only whether or not there has been a violation of this agreement. Any practices which existed prior to the effective date of this Agreement shall not be considered in any way by the Arbitrator in connection with any grievance. Similarly, in cases involving discipline or discharge, the Arbitrator may consider any aspect of any employee's personnel record at the job site, including but not limited to warnings or suspensions of any kind or length of service with the FIRE DISTRICT.

29.4 In cases of discharge or discipline, if the Arbitrator finds the grievant to have been discharged or disciplined for proper cause, then the Arbitrator shall uphold the action. If, however, the Arbitrator finds the grievant not to have been discharged or disciplined for proper cause, he may order back pay for time lost, less compensation received from outside sources, and reinstatement without loss of seniority. If, upon hearing the facts, the Arbitrator finds that, in his judgment, the action taken is too severe, he may commute the discharge or discipline to a more appropriate penalty.

29.5 Any written reprimands in an employee's personnel file shall be removed after two (2) years provided the employee shall not have received any other reprimands during the period.

ARTICLE XXX

EMPLOYEES DEFINED

30.1 Full-time employees shall be all hourly and weekly employees who are regularly scheduled to work forty (40) hours per week.

30.2 Part-time employees shall be all hourly and weekly employees who are regularly scheduled to work up to twenty (20) hours per week.

30.3 Temporary employees (call-ins) shall be those employees engaged to work up to twenty (20) hours per week, when full and part-time employees are not available. However, no temporary employment shall exceed ninety (90) days, nor shall any individual be employed for more than one (1) ninety (90) day period in any six (6) consecutive months. Before any temporary employees are hired, part-time employees shall be offered additional hours. However, in no event will part-time employees be considered if they would regularly be scheduled to work over twenty (20) hours per week.

30.4 Probationary employees - see ARTICLE III.

ARTICLE XXXI

TERM OF AGREEMENT

31.1 The term of this Agreement shall be three (3) years commencing July 1, 2007, through June 30, 2010. The parties agree to meet on or before May 15, 2010 to commence negotiations for the terms and conditions of the contract to be effective July 1, 2010.

For all purposes in this Agreement, the contract year measurement for all pay and benefits shall be from July 1st to June 30th, the contract year.

ARTICLE XXXII

TAYLOR LAW PROVISION

32.1 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 additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

ARTICLE XXXIII

NEGOTIATION PROCEDURE

33.1 The Board and the UNION shall each designate representatives to comprise their respective negotiating teams. These teams shall meet on or after May 15, 2010 for the purpose of discussion and attempting to reach mutually satisfactory agreements.

33.2 The first negotiating meeting shall be held upon fifteen (15) days' notice by either party to each other. All issues proposed by the UNION for discussion shall be submitted in writing by the UNION to the Board or its delegated representatives at or before the first meeting. The Board shall submit, in writing, to the UNION representatives all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed to by the parties.

33.3 The negotiating teams will continue to meet for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other in all matters and to continue meeting until an understanding is reached on the issues or until an impasse is reached. Meetings shall not exceed three (3) hours, unless the negotiating teams agree to waive the three (3) hour limit for any given meeting.

33.4 The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the UNION, reports of the proceedings of the negotiations shall not be released publicly or to the membership of the UNION, unless such release has the prior approval of both parties' negotiating teams.

33.5 Grievances shall not interrupt or delay the process of negotiations but shall continue in accordance with the established Grievance Procedure then in force.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

**BOARD OF FIRE COMMISSIONERS
SELDEN FIRE DISTRICT**

By: 
Chairman

**LOCAL 74, UNITED SERVICE WORKERS
UNION, IUJAT**

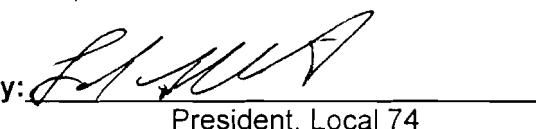
By: 
President, Local 74

EXHIBIT A

<u>CLASSIFICATION</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>
Firehouse Attendants and Custodians	\$41,260.17	\$42,807.43	\$44,519.73
Mechanic	\$71,385.60	\$74,062.56	\$77,025.06
Maintenance Mechanic	\$47,049.60	\$48,813.96	\$50,766.51
Part-time Employees Call-ins (First 5 years of service)	\$12.93	\$13.41	\$13.95
Part-time Employees Call-ins (more than five (5) years of service)	\$16.06	\$16.66	\$17.33

Starting salaries will be \$3,000.00 less than the salaries for presently employed personnel, with an accrual of \$1,000.00 per year for three (3) years, to bring new employees to the level of existing employees.

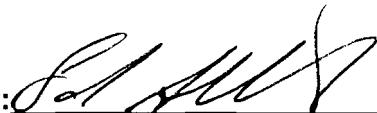
Each full-time employee who has ten (10) continuous years of service with the FIRE DISTRICT shall be entitled to an annual longevity payment of \$425.00 in excess of their base pay, to be paid on their birthday each year. Each full-time employee who has fifteen (15) continuous years of service with the FIRE DISTRICT shall be entitled to an annual longevity payment of \$725.00 in excess of their base pay, to be paid on their birthday each year. Each full-time employee who has twenty (20) continuous years of service with the FIRE DISTRICT shall be entitled to an annual longevity payment of \$950.00 in excess of their base pay, to be paid on their birthday each year.

SIGNATURES FOR EXHIBIT A

BOARD OF FIRE COMMISSIONERS
SELDEN FIRE DISTRICT

By: 
Chairman

LOCAL 74, UNITED SERVICE
WORKERS UNION, IUJAT

By: 
President, Local 74