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FF / 8950

Collective Bargaining Agreement

between the

**Lake Shore Professional Fire
Fighters Association,**

Local 3981 IAFF

and the

Lake Shore Fire District,

Greece, New York

January 1, 2002 - December 31, 2006

**Presented by the LSPFFA
August 11, 2003**

RECEIVED

JUL 13 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PREAMBLE

This Agreement is entered into between the Lake Shore Fire District (hereinafter the "District") and the Lake Shore Professional Firefighters Association (LSPFA Local 8981) (hereinafter "Association") for the purpose of establishing wages, hours, and other terms and conditions of employment for members of the bargaining Association, and to establish a procedure for the resolution of disputes regarding the application or interpretation of this Agreement.

ARTICLE 1

UNION REPRESENTATION STATUS

The District recognizes the Association as the collective bargaining representative for all persons employed on a full-time basis under the Civil Service classification of firefighter.

ARTICLE 2

UNION DUES AND AGENCY FEE

2.1 As long as the same is required by law, employees shall be required to pay a uniform amount of representation costs, whether or not they choose to become and remain members of the Association.

2.2 Agency fee deductions, and membership dues and assessments for those who choose to be Association members and have executed written authorization forms, shall be deducted monthly and forwarded to the Association designee within fifteen days following the payroll period for which the deductions are made. In the event an Association member submits a written revocation of his dues deduction authorization to the District, such revocation shall be honored, but the District shall thereafter implement the required agency fee deduction.

2.3 The Association shall indemnify, defend and hold harmless the District with respect to any claim rising out of the deductions and transmittal of fees and dues in accordance with the provisions of this Article.

2.4 The Association may change the amount of dues deducted upon written notice to the Board of Fire Commissioners. The new dues deduction will take effect during the pay period following receipt by the Board of Fire Commissioners of the written notice.

ARTICLE 3

EMPLOYEE RIGHTS

3.1 In the event that the District modifies any right, privilege or working condition that is not included in this Agreement, without the consent of the Association, the District shall be required, upon demand, to negotiate the impact such modification may have upon bargaining Association members.

3.2 The District and Association shall refrain from discrimination because an employee has engaged in or refrained from engaging in any Association activity or Association membership. Any claim of such discrimination shall not be subject to the grievance procedure, but may be submitted to the exclusive jurisdiction of the Public Employment Relations Board

ARTICLE 4 UNION BUSINESS

4.1 The President of the Association, or his designee, shall be allowed a maximum of twenty hours release time per year without loss of pay, in not less than two hour increments, to conduct Association business, provided this does not involve the working time of any other Association member (unless he is on release time also). Requests for such release time that are made at least ten calendar days in advance will not be unreasonably refused, except for personnel shortages, and the Captain may, in his discretion, waive advance notice requirements.

4.2 The Association may place a bulletin board in each fire station to which an Association member is assigned. The Association will ensure that no material is placed on the bulletin board that is derogatory of the District or any District personnel.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The District retains the sole right to adopt rules and regulations and standard operating procedures relating to the operation and administration of the Fire District, and to amend, modify or delete any such rules, regulations or procedures from time to time; provided, however, that no such rule, regulation or procedure shall contravene the specific language of any Article or section of this Agreement. In addition, when a new or revised rule or regulation affecting working conditions is implemented, the President of the Association shall be provided with the proposed rule and given an opportunity to present comments and input thereon. Nothing contained in this Section shall prevent an employee from maintaining a grievance claiming that a rule or regulation affecting his wages, hours or condition of employment has been unfairly or discriminately applied.

5.2 The District retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of the operations to be conducted and rendered, the methods, processes and means to be utilized, the control of buildings, real estate, materials and equipment, to determine whether and to what extent the work required in supplying its services shall be performed by employees covered

by this Agreement, to maintain order and efficiency, to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the hours of work and to enforce rules and regulations for the conduct of employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article or section of this Agreement.

5.3 The management rights of the District include any and all powers and authorities held prior to entering into this Agreement, including all rights under common law and under the laws of the State of New York or of the United States, except as the same may have been specifically abridged, delegated, granted or modified in a lawful manner through a specific Article or section of this Agreement.

5.4 Any failure by the District to exercise a particular management right, or the exercising of such right or function in a particular manner, does not constitute a waiver to exercise such right or function in the future, provided that it is not in conflict with a specific Article or section of this Agreement.

ARTICLE 6

SENIORITY, NOTIFICATION, LAYOFF/RECALL

6.1 The District will establish and update as necessary a seniority list for employees. Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a firefighter. An employee's seniority shall be suspended, but not broken, by any leave of absence in excess of thirty calendar days, or by transfer to a position with the District outside the bargaining Association. In the case of employees with the same start date, the tie shall be broken by position on the civil service list (if applicable), or the date of appointment, or by lot. An employee who resigns or is terminated shall lose his seniority, except as may be required under the Civil Service Law or Military Law.

6.2 All layoff, recall and bumping rights, and any remedies relating to claimed violations thereof, shall be administered according to the provisions of the Civil Service Law relating to competitive class employees.

6.3 Announcements for promotional examinations will be duly posted in each fire station. Provided that adequate coverage can be maintained, Association members shall be granted time to take the exam by allowing a shift transfer/trade or the use of compensatory or vacation time if a promotional exam is scheduled during normal shift hours.

6.4 The President of the Association shall be notified of any decisions concerning appointments, promotions, transfers, discipline, leaves of absence (in

excess of one month), layoffs, recall, or injury relating to any member of the bargaining Association within the limits of patient confidentiality.

ARTICLE 7

TUITION ASSISTANCE

Upon prior approval by the Commissioners, an association member will be entitled to reimbursement of up to \$1,100 per year for the cost of tuition and books for job related college courses. This educational opportunity shall not be considered time worked for any purposes, including pay, overtime and mileage reimbursement. Payment is contingent upon successful completion of the course while an employee of the District with a grade of "B" or better.

ARTICLE 8

DISCIPLINE, DISCHARGE, AND RECORDS

8.1 Where offered by the District and accepted by the employee, administrative command discipline may be imposed without the notice and hearing rights afforded under the Civil Service Law. The employee shall be entitled to request Association representation before accepting command discipline, and the Association shall be given notice of any command discipline imposed. However, this command discipline shall not create a precedent for the District or the Association with respect to the discipline of any other employee.

8.2 An employee's right to Association representation at a pre-disciplinary interview or interrogation shall not apply to written or verbal counseling of a corrective nature, provided that such counseling shall not be considered formal discipline. The Association shall be provided a copy of any counseling memo.

8.3 All disciplinary action shall be conducted in accordance with the procedures and requirements of Section 75 of the Civil Service Law, except for administrative command discipline as set forth above. In any Civil Service hearing, the Association member shall be entitled to the representation of legal counsel, and to have a representative of the Association present, for this purpose.

8.4 A association member may be allowed to review all materials in his personnel file, obtain a copy of any document relating to his conduct or performance, and submit a written response to any such material that shall be maintained in the file.

ARTICLE 9

GREIVANCE PROCEDURE

9.1 A grievance is defined as a dispute or controversy arising out of the application or interpretation of any provision of this Agreement, but shall not include any matter reviewable pursuant to any other law or procedure, including

the Civil Service Law and Section 75 thereof which shall apply to the discipline and discharge of employees.

9.2 It is in the interest of all parties that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

9.3 Should the District fail to comply with the time limits herein, the Association member or Association for the Association member may appeal immediately to the next step.

9.4 The procedure contained in this Article shall be the exclusive method of resolving a grievance. The filing of a timely grievance at the initial stage shall be a condition precedent to arbitration, and the failure of the employee or Association to appeal to the next stage within the time limits shall result in a dismissal of the grievance.

9.5 Step 1. A written grievance, setting forth the provision of this Agreement involved, the time, date and circumstances of the alleged violation and the remedy requested, shall be submitted to the Captain within fifteen calendar days after the act or omission giving rise to the grievance. The claim shall be promptly reviewed by the Captain with the employee and his Association representative, and a resolution of the grievance, or a written decision denying the grievance, will be issued by the Captain within fifteen calendar days after the grievance was submitted.

9.6 Step 2. If the grievance is not resolved, a written appeal may be submitted to the Board of Fire Commissioners within fifteen calendar days of the Captain's decision. The Board shall consider the grievance in executive session at the next Board meeting, or the Board may set a time and date for a grievance hearing within fifteen calendar days after such meeting. The Board shall render a decision in writing concerning the grievance within fifteen calendar days of the meeting, or after the hearing if one is held.

9.7 Step 3. The Association may appeal a decision of the Board to final and binding arbitration by submitting a written appeal to the Board within fifteen calendar days following their decision. The matter will then be submitted by the Association to the Public Employment Relations Board of the selection of an arbitrator in accordance with the PERB procedures. The arbitrator may decide only one grievance (except for cases with common facts), he shall have no power to add to, subtract from or modify any provision of this Agreement, and he may not award retroactive relief except in the grievance before him. All fees and expenses of the arbitrator shall be shared equally by the District and Association, but all other expenses shall be borne by the party incurring them.

ARTICLE 10

WORK SCHEDULE AND OVERTIME

10.1 Firefighters shall work a regular schedule of two consecutive ten-hour days shifts, followed by two fourteen-hour night shifts, followed by four days of duty. This schedule, including the present shift times (day shift - 07:00 to 17:00; night shift - 17:00 to 07:00), will not be modified except after discussion with the Association, and the District shall be obligated to conduct negotiations over the impact of any modification made.

10.2 Association members will receive additional pay/comp time for additional or unscheduled shift assignments out of their normal group or required training and shall be paid at a rate of time and one-half.

10.3 Association members will be paid bi-weekly through direct deposit in an account of a bank or financial institution designated in writing by the firefighter. Bi-weekly pay for regular hours shall be 1/26 of annual salary. Straight time hourly pay for additional hours worked shall be at an hourly rate computed by dividing annual salary by 2,184 (average 42 hours per week). Overtime shall be paid at time and one-half of this rate.

10.4 A firefighter shall receive a minimum of one-hour overtime pay or compensatory time for any call back to duty during emergencies.

10.5 Compensatory time may be granted at the Association Member's choice in lieu of pay for additional work, provided that such time shall be utilized on an annual basis whenever possible. Every effort shall be made to exhaust compensatory time before separation from service, but any unused compensatory time will be paid at termination. The use of compensatory time required prior approval and may be denied if requested with less than seventy-two hours notice, or if the Captain determines that staffing needs require denial of the request. A tally of accumulated compensatory time will be given to a firefighter upon request.

10.6 A firefighter may trade or swap a work assignment only with the prior approval and in the discretion of the Captain, and in such cases there shall be no additional pay or overtime incurred by the District.

10.7 No additional pay shall be provided for less than 15 minutes of time worked before or after a regular shift, and the minimum pay for additional time shall be one-half hour's pay.

10.8 In cases where the District is seeking a replacement for an absent firefighter, the Captain may be offered to fill the shift. If he declines, the district will offer the work to an Association member before filling the shift with others.

10.9 Association members will be called to cover shifts as per sample 10.9

10.10 Association members will be given the opportunity to cover the EMT/Pump operator position when it is open and the District Captain is unable to cover the position.

**ARTICLE 11
HOLIDAYS AND VACATIONS**

11.1 The District recognizes the following days as official holidays: New Years Day, Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas Day.

11.2 In the last pay period in November, Association members will receive twelve hours straight time pay for each of the foregoing holidays for which the Association member was not on unpaid leave of absence. Firefighters appointed after the first of the year shall be reimbursed only for holidays that occur after their start date.

11.3 Firefighters are entitled to the following paid vacation time upon the anniversary of their hiring, based upon year of service as a full-time firefighter for the District:

First year	36, which may be taken after 6 months service completed
Second year	48 hours
Third fourth and fifth years	96 hours per year
Sixth through tenth years	144 hours per year
Eleventh through Twentieth years	192 hours per year
Twenty-first year and after	240 hours per year

11.4 64 hours of Vacation time may be carried over into the following year. Vacation requests must be submitted a minimum of two weeks in advance, and may not be for more than two consecutive shifts, except in the sole discretion of the District. Vacations must be scheduled and taken on a calendar year basis. Vacation preferences covering at least 80% of vacation time of Association member must be submitted by March 1st and will be awarded by seniority with the following conditions:

11.4a Unused vacation not carried over will be paid after the end of the calendar year. Only one Association member may be on vacation at any one time, with

the day and night shift considered separately. Vacation bank not to exceed 64 hours.

11.4b Any vacations requested during January and February will be on a first come first serve basis and will be granted as scheduling allows.

11.4c Association members who are scheduled to work holidays shall work their normally scheduled shift. If vacation is submitted by March 1st, the association member will be guaranteed the time off. As long as it meets the requirements of the above said conditions.

ARTICLE 12

SALARY

12.1 Association members in the firefighter rating shall be paid according to year of employment at the following calendar and employment anniversary year schedule:

	2002	2003	2004	2005	2006
0-1 Years	36,094	37,357	38,664	40,017	41,417
1-2 Years	37,899	39,225	40,597	42,017	43,487
2-3 Years	39,703	41,092	42,530	44,018	45,558
>3 Years	42,332	43,813	45,346	46,933	48,575
>4 Years	44,137	45,681	47,279	48,933	50,645
>5 Years	45,941	47,548	49,212	50,934	52,716

12.2 Longevity:

	2002	2003	2004	2005	2006
>5 Years	500	500	500	500	500
>10 Years	750	750	750	750	750
>15 Years	1000	1000	1000	1000	1000
>20 Years	1250	1250	1250	1250	1250
>25 Years	1500	1500	1500	1500	1500

Longevity pay shall be added to pay beginning with the pay period following the Association members' anniversary date of employment.

ARTICLE 13

RETIREMENT AND DEFERRED COMPENSATION

13.1 Employees are eligible for coverage under Retirement and Social Security Law Section 375-I, according to the terms and conditions of such plans.

13.2 The District shall continue to be responsible for the administrative costs of the New York State Deferred Compensation Plan, or its substantial equivalent, to be made available for those Association members who wish to participate.

ARTICLE 14
SICK LEAVE

14.1 Income protection and medical benefits for work related illness and injury shall be provided under the General Municipal Law and Worker's Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws.

14.2 Association members shall be allowed time off without loss of pay and benefits for non-service related illness and injury according to the following schedule:

First year of service	96 hours
Second through fifth years of service	144 hours per year
Six or more years of service completed	192 hours per year

14.3 Unused sick leave time will be accumulated up to a maximum of 1,092 hours. Upon separation unused hours will not be compensated.

14.4 Whenever sick leave is utilized, one full day (ten hours) or night (fourteen hours) will be charged, except that when a firefighter leaves sick with less than two hours (day shift) or four hours (night shift) remaining in his assignment, one-half day/night shall be charged.

14.5 A physician's statement containing a diagnosis of illness/injury and a prognosis for recovery will be provided whenever absence exceeds three consecutive day or night shifts.

14.6 An association member must cooperate with all medical referrals and treatment as a condition of receiving sick leave. If light or modified duty is made available, consisted with medical limitations, the firefighter will accept such duty and not be charged with sick leave.

14.7 The District shall be entitled to reimbursement for sick leave from a third party that is responsible for the loss of wages.

14.8 When sick leave is exhausted, Association Members may be allowed additional, unpaid sick leave with benefits at the discretion of the District.

ARTICLE 15
OTHER LEAVES

15.1 Bereavement Leave. An Association member will be granted time off without loss of pay for up to three consecutive days or nights that may be scheduled work days for the day of the funeral and/or days immediately

preceding that day for the death of a grandparent, mother, father, stepparent, son, daughter, stepchildren, brother, sister, stepbrother, stepsister, spouse or spouse's parents. Release from one schedule shift without loss of pay shall be granted for attendance at the funeral of a grandchild, aunt, uncle, brother-in-law or sister-in-law. In the discretion of the District, an Association member may be granted compensatory, vacation or unpaid leave time for bereavement purposes.

15.2 Court Leave. A Association member will be granted release time without loss of pay when the District requires him to appear on behalf of the District during normally scheduled working hours. For such appearances during non-working time, the District may grant either pay or compensatory time for actual hours spent per section 10.5.

15.3 Jury Duty Leave. Employees summoned for jury duty must present a copy of the "Summons to Appear" to their supervisor ASAP after receipt of summons.

The supervisor is responsible for scheduling time away from work for these purposes.

An employee who is required to make daily or weekly contact with a court for possible jury duty must inform the their supervisor as soon as possible so that adjustment to the schedule can me made.

Upon completion of jury duty the employee must present to their supervisor a statement from the court clerk indicating the dates served.

Employees serving jury duty will be paid their normal salary for the time served and not be charged for time off.

Employees who fail to follow these guidelines may be subject to disciplinary action.

Day Shift Employees:

Work Before Jury Duty: Day schedule employees should report to work before appearing for jury duty if that is practical in the opinion of their supervisor who will consider shift coverage, clothes change, location of court, transportation arrangements, etc.

Work After Jury Duty: Employees are expected to return to work for part of the day when excused from jury duty, unless the late hour makes it unpractical. If you are unsure contact the supervisor.

No Jury Duty: When employees are not required to report for jury duty, or are excused for the day, they should report for their regular work schedule.

Night Shift Employees.

Night shift employees are not expected to work and perform jury duty on the same day unless:

- the employee appears for jury duty and is excused, in which case it will be considered as a No Jury Duty day.
- they are not scheduled for jury duty the following day.

15.4 Childbirth, Maternity/Paternity and Adoption Leave. An Association member who becomes pregnant may use sick leave benefits for pregnancy and childbirth disability. An Association member who becomes a parent will be granted release time from two day or night shifts without loss of pay during the week of the arrival of the child. Any Association member who is the primary care giver for a newborn or for an adopted child two years of age or younger shall be granted up to two months of unpaid leave after the birth/adoption, during which time seniority and medical benefits shall continue, but no other pay or benefits shall accrue or be available. In the discretion of the District, a firefighter may be allowed to utilize vacation or compensatory time off during this leave.

ARTICLE 16

HEALTH INSURANCE

16.1 The District shall provide health insurance and dental coverage single, two-person or family, with 90% of the premiums paid by the District starting January 1, 2004.

16.2 An Association member eligible for coverage under a spouse's health insurance who elects coverage under that plan will be entitled to compensation equaling half of the savings to the District from the employee's health insurance costs.

16.3 If a Association member selects coverage under any other health plan made available by the District, he shall be entitled to a contribution towards such plan by the District, not to exceed the amount that would be applicable under 16.1 above.

16.4 In the event of an on-duty death of a Association member, the medical and dental benefits specified above will be continued to the member's immediate next of kin and minor dependents at no cost for one year following the death.

ARTICLE 17

LINE OF DUTY DEATH FUNERALS

17.1 The District shall pay expenses, not to exceed \$5500.00, for the funeral and memorial services of any Association member killed in the line of duty.

ARTICLE 18

LABOR-MANAGEMENT COMMITTEE

18.1 The Fire Commissioners in charge of personnel and a second Fire Commissioner, and the President of the Association, and a member of the Association, shall meet at least semi-annually, but at least during the months of January and July, to discuss labor and management issues which affect the common good of both parties.

18.2 Other persons may attend the meetings as agreed by both parties.

ARTICLE 19

DURATION AND CHANGES

19.1 This agreement shall become effective upon ratification by both parties, retroactive to January 1, 2002; and it shall continue in full force and effect until December 31, 2006. If either party wishes to renegotiate the Agreement, written notice shall be given at least 120 days but no more than 150 days prior to its expiration, and if such notice is not given, the Agreement shall continue in effect from year to year until said written notice is given prior to any subsequent expiration date.

19.2 If any provision herein is declared invalid or unenforceable by a court or administrative agency with appropriate jurisdiction, the remainder of the Agreement shall be continued in full force and effect as if the invalid or unenforceable provision had not been included.

19.3 As both parties agree that they had the full and fair opportunity to negotiate all subjects contained herein for bargaining, neither party will seek renegotiation during the term of this Agreement, except upon mutual consent.

19.4 Any agreements to this Agreement must be in writing, signed by a representative of each party and must be ratified by the Union membership and by the Board of Fire Commissioners.

19.5 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 FUND THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Sample 10.9

Name & #	Hours Absent	Hours Worked	Hours Refused	Hours Charged	Total
FF # 44					100.1
FF # 45					100.2
FF # 46					100.3
FF # 47					100.4

SAMPLE

FF # 44	4	0	4	6	106.1
FF # 45	4	4	0	6	106.2

Sample new list

FF # 46					100.3
FF # 47					100.4
FF # 44	4	0	4	6	106.1
FF # 45	4	4	0	6	106.2

Lake Shore Fire District

Lake Shore Professional
Firefighters Association

By _____

David J. Widera
Chairman

Date _____

By _____

Dennis Edwards
President

Date _____

