

AGREEMENT

By and Between

VILLAGE OF FREDONIA

And

FREDONIA PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL NO 2931 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JUNE 1, 2016 THROUGH MAY 31, 2017

This **AGREEMENT**, made the 25th day of May, 2016.

By and between **Athanasia Landis**, as Mayor of the Village of Fredonia, on behalf of the Board of Trustees of the Village of Fredonia, hereinafter referred to as the "**BOARD**" and the Fredonia Professional Firefighters Association, Local 2931 of the International Association of Firefighters, hereinafter referred to as the "**ASSOCIATION**".

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto; and

WHEREAS, the parties hereto agree that all negotiable items have been discussed during the negotiations leading to this agreement and therefore, agree that negotiations will not be opened on any item contained herein until a new contract is negotiated; and

WHEREAS, 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 PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL. NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS;

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ARTICLE I

Section 1.01 Recognition:

The Board Recognizes the Association as the "*exclusive*" bargaining agent for all paid full-time employees of the Village of Fredonia Fire Department, hereinafter referred to as "*Firefighters*". Such recognition shall be for the maximum period allowed by law.

Section 1.02 Full time Firefighters Definition:

All positions Firefighter, Probationary, Cadet, Provisional, Provisional Cadet, Temporary Contingent, and Temporary Contingent Cadet are considered full-time Firefighter positions and entitled to all provisions of this Agreement.

Section 1.03 Part time Firefighters Ratio:

The Village agrees that the current ratio of part-time firefighters to full-time firefighters will remain the same as the current level and will not exceed thirty three percent (33%) of the permanent workforce now and in the future.

ARTICLE II

Section 2.01 - Length of Contract:

The length of this Contract shall be from June 1, 2016 to May 31, 2017.

ARTICLE III

Section 3.01 - Uniform Allowance:

Effective June 1, 2016 to May 31, 2017, All Firefighters shall be paid the following additional rate to the Firefighters hourly wage. The following uniform allowance shall be paid in accordance with **Section 4.06** of this Agreement.

06/01/2016	\$1,300.00
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The Village shall provide the following special equipment: personal protective equipment, boots, helmet, cap, winter jacket, and spring jacket. These items provided by the Village shall be replaced on a as needed basis, as determined by the Fire Chief of the Fire Department.

If any part of a Firefighters uniform is damaged or destroyed beyond reasonable repair in the line of duty, it shall be replaced at the Village's expense if reported within twenty-four (24) hours. The replacement shall not be deducted from the Firefighters uniform allowance.

ARTICLE IV

Section 4.01 - Salaries:

All Firefighters shall be paid in accordance with the salary schedules set forth in **Appendix A** and **Section 4.06** of this Agreement.

Section 4.02 - EMT Premium Pay:

All Firefighters shall be paid the following additional rate to the Firefighters hourly wage upon certification. The following EMT Premium pay shall be paid in accordance with **Section 4.06** of this Agreement.

Hired Date	EMT Basic Pre 2004	AEMT 3 or 4 Pre 2004	AEMT 3 or 4 2004 – 2005
06/01/16	\$1.35	\$2.25	\$1.00

Effective June 1, 2004, new hires will be required to maintain AEMT3 or Paramedic certification throughout employment.

All Firefighters hired as Firefighters / EMT will be required to maintain Basic EMT Certification.

Randy Butts and Carl Brandt will not be required to maintain Basic EMT or AEMT Level 3 or Paramedic certification.

Dave Ludemann, and Ryan Walker will not be required to maintain AEMT Level 3 or Paramedic certification.

The provisions of **Section 4.02** of this Agreement are not available to Firefighters hired after June 1, 2005.

ARTICLE IV
Continued

Section 4.03 - Longevity:

The following longevity shall be paid in accordance with **Section 4.06** of this Agreement.

06/01/16	
Service	Amount
5 Years	\$1750.00
10 Years	\$1800.00
15 Years	\$1850.00
20 Years	\$1900.00
25 Years	\$1950.00
30 Years	\$2000.00

Longevity shall be based on the number of years of service to the Village of Fredonia including service time within different departments of the Village.

Section 4.04 - Credit Union:

All Firefighters shall be allowed to join and have deductions made to the Chautauqua County Federal Credit Union and the Inner Lakes Federal Credit Union.

Section 4.05 - Union Dues Deduction:

The Village agrees to deduct from the wages of the Firefighters covered by this Agreement and remit to the Association Treasurer by the first (1st) day of each and every month, membership dues for those Firefighters who have signed authorization permitting such payroll deductions.

Section 4.06 - Computation:

The base hourly rate shall be computed as follows:

$$\text{Base hourly rate} = \frac{\text{Salary}}{2080} + \text{EMT Premium} + \frac{\text{Longevity}}{2080} + \frac{\text{Uniform allowance}}{2080}$$

EMT Premium will not be available to Firefighters hired after June 1, 2005.

ARTICLE IV

Continued

Section 4.07 - Direct Deposit:

All Firefighters must have their payroll check directly deposited at the financial institution of the Firefighters choice.

Section 4.08 - Agency Shop:

In the event any paid full-time employees of the Village of Fredonia Fire Department is not a member or refuses to become a member of the Association; he / she shall be assessed at the same rate as due-paying members.

Section 4.09 - Pay Increments

All Full-time firefighters will be eligible for a Step increase upon any of the following conditions:

- Change in position (eg. Temporary to Provisional to Probation)
- Completion of Cadet training within positions
- Completion of the probationary period (eg. Probation to Step 1)

Step Increases:

- Anniversary date after completion of probation

Anniversary date shall be the date of initial appointment to any classification as listed on **Appendix A**, or Date of Hire.

ARTICLE V

Section 5.01 - Work Week:

The work period shall consist of up to fifty-three (53) hours in a seven (7) day period. The schedule will be drawn up by the Lieutenant two (2) weeks prior to the first (1st) of the month and submitted to the Fire Chief, the Village Administrator, and the Village Board for approval. The approved schedule will be posted one (1) week prior to the month to which the schedule applies.

Firefighters will not be sent home if scheduled pursuant to a posted schedule. For the purpose of computing sick leave and vacations, each shift of twenty (20) hours shall be divided into two (2) ten (10) hour shifts (four (4) per week).

Each shift of ten (10) hours shall be considered as one (1) day in computing sick leave or vacation.

ARTICLE V

Continued

Section 5.02 - Overtime - Emergency call-in:

A Firefighter shall be considered on off-duty status when said Firefighter is not working his / her scheduled tour of duty.

No Firefighter shall respond to the scene of a fire or emergency unless requested to do so by the Fire Chief or ranking Fire Officer at the scene. However, any off-duty Firefighter who is directed to respond to the fire station or the scene of the fire or emergency shall be considered on duty as soon as he / she leaves his / her home or other location.

In the event, because of a fire or emergency, he / she is called back to duty from an off-duty status, such Firefighter shall be paid his / her regular rate of pay as outlined in the salary schedule appearing in **Appendix A** of this Agreement. The said Firefighter shall be entitled to all benefits provided by the Village as outlined in this Agreement. The Firefighter's pay shall be subject to the approval of the Board.

Section 5.03 - Overtime - Non-emergency call-in:

If a Firefighter is called or works in excess of his / her regular shift, he / she shall receive a minimum of four (4) hours pay at the regular rate providing his total hours for the seven (7) day period do not exceed fifty-three (53) hours. If said Firefighter works in excess of four (4) hours, he / she shall be paid straight time at his / her regular rate of pay, providing the total number of hours for the seven (7) day work period do not exceed fifty-three (53) hours. All hours worked in excess of fifty-three (53) hours shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act.

Section 5.04 - Extra Duty:

One (1) Firefighter will be utilized in a non-emergency situation. These non-emergency situations are as follows:

1. All County-sponsored fire training schools.
2. All mutual aid drills occurring outside the Village of Fredonia's Fire District.

It is understood that the Firefighter may be someone who is on duty if the Fire Chief determines that this is possible while maintaining adequate coverage. Furthermore, this provision shall be inoperable if the Fire Chief or his / her designees are unable to contact an off duty Firefighter.

Section 5.05 - Schedule Changes:

If the Village Board determines that there is a need to change the work schedule of any Firefighter covered by this agreement, every effort shall be made to provide a minimum amount of fourteen (14) calendar days' notice of the proposed change.

ARTICLE V

Continued

Section 5.06 – Right to Work Shift:

If a Firefighter is required to work a shift other than his / her regularly scheduled shift, he / she shall also have the right to work his regular shift.

ARTICLE VI

Section 6.01 - Health Insurance:

The Village shall provide and pay the full premiums for a Village Health Insurance Plan, which shall include major medical and surgical benefits for all Firefighters off probation. Family includes spouse and unmarried minor children of a Firefighter, as defined by the contract of insurance. Said plan shall be in accordance with the Health Insurance Plan as set forth in **Appendix B**, attached hereto and incorporated herein to also include the following rider(s):

- (a) Timothy's Law Mandate,
- (b) Orthotics included in Durable Medical Rider of this agreement.

The Village Health Insurance Plan as set forth in **Appendix B**, shall to the extent available and not specifically changed herein, contain the same riders in addition to the Village Health Insurance Plan as set forth in **Appendix B** as are in existence on the effective date of this Agreement.

Firefighters hired prior to 12/1/2013 that choose to receive the Village Health Insurance Plan as set forth in **Appendix B** will be required to contribute ten percent (10%) of total premium up to the first \$26,000.00 of the yearly stated health insurance premium.

Firefighters hired after 12/1/2013 that choose to receive the Village Health Insurance Plan as set forth in **Appendix B** will be required to contribute fifteen percent (15%) of total premium once off probation with no cap of the yearly stated health insurance premium.

The **Association** will be notified of the yearly rates no later than July 1st of each year.

“Probationary” Firefighters will pay fifty percent (50%) of the weekly premium for the Village Health Insurance Plan as set forth in **Appendix B**, withheld from their respective weekly payroll.

“Temporary Contingent” and “Temporary Contingent Cadet” Firefighters will pay one hundred percent (100%) of the weekly premium for the Village Health Insurance Plan as set forth in **Appendix B**, withheld from their respective weekly payroll.

ARTICLE VI

Continued

Section 6.02 - Retirees:

All current and future Firefighter retirees shall be allowed to participate at their own expense in the medical insurance plan provided for in **Section 6.01** provided that the insurance carrier agrees to their participation. Retirees shall pay premiums in accordance with the insurance carrier's payment requirements.

Section 6.03 - Insurance Waiver:

Any full-time Firefighter covered by this Agreement who chooses to waive health insurance coverage from the Village shall receive monthly payments equal to fifty percent (50%) of the annual cost of the Village Health Insurance Plan as set forth in **Appendix B**, currently being offered to Firefighters (less the applicable firefighters healthcare contribution as set forth in **Section 6.01**) by the Village. Also, it should be noted that all Firefighters choosing to waive health insurance coverage would also receive the Flexible Spending Account (FSA) Benefit Plan contribution as set forth in **Appendix C**. Furthermore, Firefighters who wish to re-enter the Village's health insurance plan shall be able to do so in accordance with the policies and procedures of the insurance carrier.

The provisions of **Section 6.03** of this Agreement are not available to "Temporary Contingent" and "Temporary Contingent Cadet" positions.

ARTICLE VII

Section 7.01 - Holidays Granted:

The following holidays shall be administered pursuant to **Section 8.01**:

New Years Day	Labor Day
Patriots Day	Columbus Day
Easter	Birthday
Memorial Day	Independence Day
½ day Christmas Eve	½ day New Years Eve
Christmas	Thanksgiving

Section 7.02 - Work on a Holiday:

If Firefighters work on a recognized holiday, Easter, Thanksgiving, and Christmas, they will receive holiday plus wage at one and one half (1 ½) times the straight time rate for the hours worked on the holiday.

ARTICLE VIII

Section 8.01 - Paid Time-OFF (PTO)

Paid Time-OFF (PTO) is an all purpose time-off policy for eligible Firefighters to use for vacation, holiday. It combines traditional vacation and holiday plans into one flexible, paid time-off policy.

Upon date of hire, all Firefighters begin to earn PTO monthly, according to the schedule below. They can request use of PTO after it is earned on a monthly basis.

The amount of PTO Firefighters receive each year increases with the length of their employment as shown in the following schedule.

Upon initial eligibility- 21 PTO (10 Vac 11Hol) days each year (14 hrs mo)
After 5 years of service 26 PTO (15 Vac 11 Hol) days each year (17.34hrs mo)
After 10 years of service 31 PTO (20 Vac 11 Hol) days each year (20.67 hrs mo)
After 15 years of service 33 ½ PTO (22 ½ vac 11 Hol) days each year (22.34hrs)
After 20 years of service 36 PTO (25 Vac 11 Hol) days each year (24 hrs mo)
After 25 years of service 41 PTO (30 Vac 11 Hol) days each year (27.34 hrs mo)

The length of eligible service is calculated on the basis of a “benefit year” This is the 12 month period that begins when the Firefighter starts to earn PTO. A Firefighters benefit year begins on the date of hire.

PTO can be used in minimum increments of one hour. Firefighters who have an unexpected need to be absent from work should notify the Paid Lieutenant before the scheduled start of their workday, if possible. The Paid Lieutenant must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, the Firefighter should request advance approval in accordance with **SECTION 5.01** of this Agreement from the Paid Lieutenant. A request will be reviewed based on a number of factors, including department needs and staffing requirements. Requests for PTO will not be unreasonably denied.

PTO is paid at the Firefighters base pay rate in accordance with **Section 4.06** of this Agreement at the time of absence. In the event that available PTO is not used by the end of the benefit year, Firefighters may carry unused time forward to the next benefit year. If the total amount of unused PTO reaches the “cap” equal to one time the annual PTO amount, further accrual will stop. When a Firefighter uses PTO and brings the available amount below the cap, accrual will begin again. If a Firefighter is unable to use PTO due to sickness, injury or scheduling, the Village Administrator may approve a request to extend the amount of unused time earned above the cap. Requests for extending the amount of “cap” may not be unreasonably denied.

ARTICLE VIII

Continued

Section 8.02 - Unused PTO:

Upon the retirement or death of a Firefighter, the Firefighter or his / her estate shall be paid for all unused PTO time credited to the Firefighter. Unused PTO time means PTO time not used for the benefit year in which the Firefighter retires or dies.

(A) Retirement shall be defined as permanent voluntary separation from Village employment after a minimum of 10 years of continuous full-time employment.

Section 8.03 - PTO Credit:

In the last two (2) years of employment before retirement, all Firefighters shall have the right to accumulate all of his / her earned PTO. He / She must notify the Village Administrator two (2) years before his / her retirement and the two (2) years of accumulated PTO will be paid in the last year of employment before the retirement date.

Section 8.04 - Seniority:

Seniority shall be used in selection of PTO. Seniority shall be based on the number of years of continual service to the Village. The anniversary date of the Firefighter shall be the final determinant of seniority.

Section 8.05 - Payment of Accumulated Paid Time-OFF (PTO):

A Firefighter may elect to cash out up to five (5) Paid Time-OFF (PTO) days (40 hours). A Firefighter who wishes to cash out Paid Time-OFF (PTO) who notifies the Paid Lieutenant by the end of the first pay period in December will receive payment on the third pay period of December each year.

ARTICLE IX

Section 9.01 - Disability Benefits:

The Village will provide to all Firefighters New York State Disability Benefits according to law and will pay the full premiums.

ARTICLE X

Section 10.01 - Sick Leave Accumulation:

Upon date of hire, all Firefighters sick leave shall be accumulated at the rate of twelve and one half (12 1/2) hours per month to a maximum of two thousand two hundred and fifty (2250) hours during the term of this Agreement.

Section 10.02 - Reasons for Granting Sick Leave:

Sick leave with pay shall be granted to a Firefighter when he / she is incapacitated or unable to perform the duties of his / her position by reason of sickness or injury. The Village may require a Firefighter to submit a medical certificate attesting to his / her illness after two (2) consecutive day's absence.

Section 10.03 - Hospital Confinement:

Any Firefighter injured in the line of duty shall, upon the recommendation of the doctor and the Chief of the Fire Department, be assigned to a private room in the hospital. The cost of such occupancy shall be paid by the Village if not covered by insurance.

Section 10.04 - Computation:

Any Firefighter who is scheduled to take his / her PTO and who becomes ill prior to leaving, may request to have his / her PTO changed. The Village will make every effort to grant said request.

ARTICLE X

Continued

Section 10.05 - Payout Options:

When a Firefighter retires, he / she shall have the following options for payment of his / her accumulated sick leave: (However, once the option is exercised by the Firefighter, the choice is irrevocable) He / she may elect:

(A) To have the monetary value of his / her accumulated sick leave, up to a maximum of one thousand eight hundred (1800) hours, applied to the payments of his / her Village Health Insurance Plan as set forth in **Appendix B** until such accumulated sick time is exhausted and for the payment of Village Health Insurance Plan as set forth in **Appendix B** on behalf of his / her spouse and/or dependents if he / she dies before exhaustion of this benefit, provided this is allowable with the insurance carrier, but if it is not allowable, one hundred percent (100%) of the balance remaining unspent shall be paid in cash to said spouse or to his / her estate.

(B) To be paid in cash for one hundred percent (100%) of the monetary value of his / her accumulated sick leave up to a maximum of one thousand eight hundred (1800) hours, over a three (3) year period. Payment to be made in three (3) equal yearly installments after his / her retirement on or before June 30, of each year.

(C) Firefighters hired after June 1, 2001. Shall have the monetary value of his / her accumulated sick leave, up to a maximum of eight hundred (800) hours applied to the provisions (A) and (B) of **Section 10.05** of this Agreement

(D) The provisions of **Section 10.05** of this Agreement are not available to Firefighters hired after May 31, 2008.

Section 10.06 - Cash out of Sick Leave:

Except for a Firefighter's retirement when **Section 10.05** shall govern, one hundred (100%) percent of all unused sick leave credited to a Firefighter at the time of the Firefighter's death shall be paid to his / her surviving spouse at this hourly rate then in effect, provided, said Firefighter shall have the minimum of ten (10) years of service. If the Firefighter does not have a surviving spouse, it shall be paid to his / her estate.

ARTICLE XI

Section 11.01 - Retirement Benefits:

The Village will continue in full force and effect all retirement plans and riders which were in effect as of May 1, 1978, which shall include the following:

- Section 302-9- (D), which provides that the Firefighter's average salary for retirement purposes shall be computed on the twelve-month period immediately preceding the date of his retirement.
- Section 360 (B), commonly known as the guaranteed Ordinary Death Benefit Plan.
- Section 384, Twenty-Five Year Non-contributory plan.
- Section 384, (F), (G), (H), to all eligible Firefighters.
- Section 384, (D) Twenty Year Non-contributory plan.
- Section 375 (G), Twenty-five Year Career Retirement plan.

ARTICLE XII

Section 12.01 - Probationary Period:

The length of probation for all full time Firefighters shall be eighteen (18) months from his / her hire date. These positions include, Temporary contingent cadet, Temporary contingent, Provisional Cadet, Provisional, Cadet, Probationary, and shall be paid according to **Appendix A** of this Agreement.

All time worked as a full time firefighter will be applied towards the firefighter's probationary period regardless of position.

Section 12.02 – Change of Status:

All Firefighters shall notify the Village Administrator immediately of any change in address, telephone number, marital status, exemption claims for withholding tax or record of immediate family.

ARTICLE XIII

Section 13.01 - Grievance Definition:

A grievance is a complaint of a Firefighter of an alleged violation of any of the terms and conditions of this Agreement between the Board and the Association.

Section 13.02 - Grievance Steps:

STEP 1 - A Firefighter shall present his grievance in writing to the Village Administrator within fourteen (14) calendar days of the occurrence of the grievance or when the employee should have known of the fact situation giving rise to the complaint. The grievance shall be signed by the employee and dated and shall include a brief summary of the facts leading to the complaint and the provisions of the Agreement allegedly violated. The Village Administrator shall make every effort to schedule an informal conference with the employee and his representative within seven (7) calendar days of receiving the complaint. The Village Administrator shall respond in writing within five (5) calendar days of the date of the informal hearing.

STEP 2 - If the Firefighter is not satisfied with the answer at STEP 1, he / she shall have fourteen (14) calendar days to appeal in writing to the Village Board. The Village Board shall schedule the grievance for the next regular Village Board meeting or sooner if a mutually acceptable date can be agreed upon. The Firefighter or his / her representative shall have the right to make an oral presentation at this meeting. The Village Board or its designee shall respond in writing within seven (7) days of the meeting at this STEP.

STEP 3 - If the Firefighter is not satisfied with the answer at STEP 2, he / she shall have the right to file a demand for arbitration with the Public Employment Relations Board within fourteen (14) calendar days of the date of the decision at STEP 2. A copy of the demand shall be served personally or by mail on the Village Administrator.

Section 13.03 - General Considerations:

1. The time limits set forth herein shall be deemed to be of the essence unless extended in writing by both parties.
2. The cost of arbitration shall be shared equally by the parties.
3. The arbitrator shall be without power to amend, delete or modify the terms of this agreement.
4. The decision of the arbitrator shall be final and binding on all parties.
5. No more than two (2) designated members of the grievance committee, one of whom shall be the grievant, called upon to participate in an arbitration proceeding shall be afforded time off without loss of pay from their regularly scheduled working hours, if applicable.
6. The parties shall be bound by the rules and procedures of the Public Employment Relations Board.

ARTICLE XIV

Section 14.01 - Management Rights:

The employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered and the methods, processes and means used in operating its business and services, and the control of the building, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine when and to what extent the work required in operating its business to maintain order and efficiency in all its departments and operations, including the procedures set forth in the Civil Service Law and other laws of the State of New York as regards, but not limited to, the hiring, discipline, suspension, discharge and other procedures concerning the conduct and employment of the employees, to promote and determine the qualifications of employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such regulations governing the exercise of these rights and powers under the Civil Service Law and other laws of the State of New York.

The above rights of the employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the employer. Any and all the rights, powers and authority of the employer had prior to entering this Agreement are retained by the employer, except as expressly and specifically abridged, changed or modified by this Agreement.

ARTICLE XV

Section 15.01 - Past Practice:

Established practices, not specifically covered herein shall continue in full force and effect.

Section 15.02 - Problems with Past Practices:

The Board or the Association agrees to discuss any problems arising from a claimed change in a past practice at a special conference of the negotiating teams. The conference shall be held within ten (10) days of written notification to the Village Administrator or the president of the Association.

ARTICLE XVI

Section 16.01 - Conformity to Law:

If any provision of this Agreement shall be at any time contrary to law, said provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event any provision of this Agreement shall be so determined, the remainder shall continue in full force and effect.

ARTICLE XVII

Section 17.01 - Personal Days:

All Firefighters may be entitled to personal leave days which shall be used for personal business that can only be conducted during the normal work hours. Except in the case of emergency, personal leave days may be granted on the Firefighter's written request to the Paid Lieutenant. The Paid Lieutenants request will be submitted to the Village Administrator. Said request should be made twenty four (24) hours prior to the anticipated leave. It should state the reason, date and anticipated time of absence.

ARTICLE XVIII

Section 18.01 - Bereavement Leave:

All Firefighters shall be granted up to a maximum of five (5) calendar days without loss of pay in the event of the death of one of the following: spouse, natural, foster or step parent, child, brother, sister, father-in-law, mother-in-law, foster child, grandparent, grandchild, grandparent-in-law, or any other person who is permanently living in the household and has been living in such household for a period of one (1) year or more. It is understood that if a shift begins on the fifth day, the entire shift will be covered by this leave.

All Firefighters shall be granted up to a maximum of two (2) calendar days without loss of pay in the event of the death of one of the following: A brother-in-law, sister-in-law, aunt or uncle, it is understood that if a shift begins on the second day, the entire shift will be covered by this leave.

ARTICLE XIX

Section 19.01 - Training:

All Firefighters who are required by the Village Board to attend training programs shall be granted time off without loss of pay. The designation of the Firefighters to attend training shall be made by the Village Board upon their request and the recommendation of the Village Administrator, Paid Lieutenant and the Fire Chief.

All reasonable and necessary costs incurred by a Firefighter as a direct result of participation in such training programs shall be borne by the Village. Such expenses include books, course fees, lodging, meals and transportation.

Section 19.02 - EMT Certification:

The Village will pay the cost of the courses required for a Firefighter to obtain certification as an EMT and will make every effort to provide the Firefighters with time off to participate in the classes.

ARTICLE XX

Section 20.01 - Records:

Any files, documents, memoranda and records with respect to an individual Firefighter's performance, PTO, sick leave, seniority, Civil Service classification, status and discipline with respect to personal functions maintained by the Village shall be filed in the office of the Village Administrator and available for review by the Firefighter.

ARTICLE XXI

Section 21.01 - Attendance Premium:

As an incentive for members of this bargaining unit to further improve attendance, to further reduce the excessive or warranted absenteeism rates and to continue to foster high standards of productivity and accountability among Firefighters, the Village agrees to grant all regularly scheduled Firefighters covered by this Agreement who have a minimum of three hundred sixty (360) hours of accumulated sick leave, a quarterly attendance premium of one hundred dollars (\$100.00) for any quarter during which no sick leave has been taken.

Section 21.02 - Computation:

Computation and payment of said bonus shall be made on a quarterly basis during the Village fiscal year. The first quarter would begin June 1st. and end Aug. 31st. Payment would be made on the first pay day after the close of the quarter.

ARTICLE XXI

Continued

Section 21.03 - Eligibility:

To be eligible for the attendance premium, a Firefighter must have three hundred sixty (360) hours or more accumulated sick leave, at the beginning of a particular quarter; must not take any sick time off during the quarter; and must maintain active payroll status during the entire quarter. LWOP, suspensions, leave pursuant to Section 207 of the General Municipal Law, etc. are **not** considered active payroll status for the purposes of this article.

ARTICLE XXII

Section 22.01 - Time Off For Union Business:

It is agreed that the Association president or his designee shall have four (4) days release time with pay for conventions, conferences, seminars or district meetings of the **N.Y.S.P.F.F.A.** and **I.A.F.F.** each year.

ARTICLE XXIII

Section 23.01 - Appearance in Court/Administrative Hearings:

It is agreed that any Firefighter subpoenaed to appear at either a judicial or administrative proceeding in connection with his official duties as a Fredonia Firefighter shall receive his / her regular hourly rate of pay for every hour spent at said hearing if it occurs during other than his / her regular tour of duty. If a Firefighter is called to a hearing outside of the Village, the Firefighter will be reimbursed for all necessary expenses. Payment shall be allocated as in effect by Village Board Resolution.

Section 23.02 - Jury Duty:

Any Firefighter who is required by the Court to attend jury duty shall receive his / her regular hourly rate of pay for time spent at said duty.

ARTICLE XXIV

Section 24.01 - Indemnification of Employees:

The Board agrees to provide Firefighters covered by this Agreement with the benefits available pursuant to Section 18 of the Public Officers Law.

ARTICLE XXV

Section 25.01 - Discipline and Discharge:

All competitive class employees shall be afforded the benefits of Section 75 and 76 of the Civil Service Law of the State of New York.

ARTICLE XXVI

Section 26.01 - Labor/Management Committee:

It is hereby agreed that the parties will hold a Labor/Management meeting at least once each quarter. The purpose of said sessions shall be to allow each of the parties to discuss issues of concern regarding the operation of the Fire Department, including, but without limitation, health, safety, equipment, working conditions, and policy matters. The Firefighters shall have the right to send two (2) members to said meetings. The Village shall have two (2) members also. The date, time and place shall be decided upon by the President of the Association and the Village Administrator and at least one week prior to said date, each party shall provide the other with a written agenda of items to be discussed.

Section 26.02 - Village Health Insurance Plan Committee:

A committee comprised of two (2) members from the Village and two (2) members appointed by the Association president, shall meet on a regular basis as determined by the committee to explore and discuss the Village Health Insurance Plan program with the objective of finding the best coverage possible for the best rates.

The parties recognize that the committee has no authority to make changes in the Collective Bargaining Agreement provisions regarding the current health insurance plan nor does this agreement suggest that the Association will negotiate any modifications of the Village Health Insurance Plan during the term of the Collective Bargaining Agreement.

ARTICLE XXVII

Section 27.01 - Outside Employment:

Unless superseded by the provisions of any general State Law, any Firefighter may engage in extra work for another employer outside his regular hours of duty, not exceeding twenty-five (25) hours a week, provided that such extra work does not interfere or conflict with his regular duties as a Firefighter for the Village or his / her availability for emergency duty or affect his / her physical condition to the extent that it impairs his / her ability to efficiently perform such duties and further provided that the type of employment shall first be approved by the Village Administrator.

ARTICLE XXVIII

Section 28.01 - Computer and e-mail Usage

The computers and E-mail capabilities that are the property of the Village of Fredonia and usage thereof is limited to authorized Village business.

THIS AGREEMENT constitutes the entire Agreement between the parties and shall become effective the 1st day of June 2016 and continue in full force and effect until midnight, May 31, 2017 and from year to year thereafter unless on or before October 1, prior to any expiration date, either party may give notice to the other to commence negotiations for the following year. The parties shall meet no later than fifteen (15) days after such notice.

IN WITNESS WHEREOF,

The parties have set their hands and seals this 25th day of May, 2016.

VILLAGE OF FREDONIA

By: 

Mayor

**FREDONIA PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 2931 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

By: 

President

APPENDIX A
SALARY SCHEDULE
PROFESSIONAL FIREFIGHTERS
SALARY SCHEDULE

Firefighters Steps	5/31/2016 Base	6/1/2016 1.75%
Temp Contingent Cadet HR Rate	\$35,360.00 \$17.00	\$35,984.00 \$17.30
Temp Contingent HR Rate	\$37,211.20 \$17.89	\$37,856.00 \$18.20
Provisional Cadet HR Rate	\$39,187.20 \$18.84	\$39,873.60 \$19.17
Provisional HR Rate	\$41,246.40 \$19.83	\$41,974.40 \$20.18
Cadet HR Rate	\$43,430.40 \$20.88	\$44,200.00 \$21.25
Probation HR Rate	\$45,697.60 \$21.97	\$46,488.00 \$22.35
Step 1 HR Rate	\$48,630.40 \$23.38	\$49,483.20 \$23.79
Step 2 HR Rate	\$51,500.80 \$24.76	\$52,395.20 \$25.19
Step 3 HR Rate	\$54,329.60 \$26.12	\$55,286.40 \$26.58
Step 4 HR Rate	\$57,200.00 \$27.50	\$58,198.40 \$27.98
Step 5 HR Rate	\$60,132.80 \$28.91	\$61,193.60 \$29.42
Lieutenant Steps	5/31/2016 Base	6/1/2016 1.75%
Probation HR Rate	\$61,297.60 \$29.47	\$62,379.20 \$29.99
Step 1 HR Rate	\$62,379.20 \$29.99	\$63,460.80 \$30.51
Step 2 HR Rate	\$66,560.00 \$32.00	\$67,724.80 \$32.56
Step 3 HR Rate	\$68,764.80 \$33.06	\$69,971.20 \$33.64
Uniform All HR Rate	\$1,300.00 \$0.63	\$1,300.00 \$0.63

APPENDIX B

Village Health Insurance Plan

Blue Cross & Blue Shield of Western New York, Inc. Traditional Blue POS 204 / POS 204 Plus Single - Two (2) Person family - Family Benefit Package	POS 204 Your Copay \$15 / \$15	POS 204 PLUS Choose Your Copay \$10 / \$20 \$15 / \$15
Deductibles/Maximums		
Out of network Deductible	\$250 / \$500	
Out of network Coinsurance	20%	
Out of network Out-of-pocket maximum	\$2,000 / \$4,000	
Annual maximum	Unlimited	
Lifetime maximum	Unlimited	
Benefit administration	Plan Calendar year benefits	
Dependent/Student coverage to age (coverage ends on birth date)	26	
Domestic partner	No Coverage for Domestic partner	
Prescription Drugs		
Prescription copay	\$7 / \$15 / \$35	
Mail order copay per 90 day supply (No mandatory mail order)	3 copays for 90 day supply	
Prescription deductible	\$250.00 deductible on 2 nd & 3 rd Tiers	
generic oral contraceptive coverage	\$0 copay for generic contraceptive	
Physician Services - Office		
PCP Copay	\$15	\$10 or \$15
Specialist or Second opinion visits (no referrals required)	\$15	\$20 or \$15
Pediatric Office visits for dependents up to age 19	Covered in Full	
Well child visits and immunizations for dependents up to age 19	Covered in Full	
Allergy Immunotherapy (No Limitations)	\$15	\$20 or \$15
Chiropractic care (No Limitations)	\$15	
Laboratory Services	Covered in Full	
Radiology (x-rays, MRI, CT, & other high tech imaging)	\$15	\$20 or \$15
Pre & Post natal care	Covered in Full after initial PCP copay	
Physician Services – Routine/Preventive		
Abdominal aortic aneurysm screening	Covered in Full	
Adult Immunizations (Flu vaccinations covered in full)	Covered in Full	
Bone mineral density screening	Covered in Full	
Routine colorectal cancer screening	Covered in Full	
Routine Mammograms	Covered in Full	
Routine OB/GYN office visits	Covered in Full	
Routine Pap smear	Covered in Full	
Routine physicals exam	Covered in Full	
PSA test	Covered in Full	
Routine eye exam	Covered in Full	
Hospital		
Inpatient hospital stay - semi private room	Covered in Full	
Inpatient Maternity stay	Covered in Full	
Outpatient surgery	\$50	
Emergency Hospital Care		
Emergency room (copay waived if admitted to hospital)	\$50	
Ambulance – ground ambulance	\$50	
Ambulance – Air ambulance	\$50	
Urgent Care Centers	\$15	\$10 or \$15
Mental Health Care & Substance Abuse		
Mental Health (inpatient) (30 days per member per year)	Covered in Full	
Mental Health (outpatient) (30 visits per member per year)	\$15	\$20 or \$15
Alcohol & Substance Abuse (inpatient detoxification)(30 days)	Covered in Full	
Alcohol & Substance Abuse (inpatient rehab) (30 days)	Covered in Full	
Alcohol & Substance Abuse (outpatient) (60 visits per member per calendar year)	\$15	\$20 or \$15

APPENDIX B

Continued

Village Health Insurance Plan

Diabetic supplies & Services		
Diabetic equipment & (test strips, syringes, ect.)	\$15	\$10 or \$15
Other Services		
Cardiac rehabilitation (24 visits within 12 weeks of acute episode)	\$15	\$20 or \$15
Chemotherapy	\$15	\$20 or \$15
Dialysis	Covered in Full	
Durable medical equipment (no limit) including orthotics	20% copay	
Home health care (In-network unlimited visits, Out-of-network 365 visits)	\$15	\$20 or \$15
Hospice (210 days)	Covered in Full	
Physical, Speech, & Occupational therapy (20 visits)	\$15	\$20 or \$15
Post-mastectomy prosthetics	Covered in Full	
Prosthetic and orthotic appliances	20% copay	
Radiation therapy	\$15	\$20 or \$15
Inhalation therapy	\$15	\$20 or \$15
Skilled nursing facility non-custodial (unlimited days)	Covered in Full	
Vision Care		
Lasik eye surgery	15% discount retail 5% discount sale price	

Medicare Advantage / Supplemental Insurance

The Village has no responsibility to provide a Medicare Advantage / Supplemental Insurance package, but may act, at the discretion of the Village Board, as a group sponsor for forming a Medicare Advantage / Supplemental group.

The premiums for this Medicare Advantage Insurance will be paid directly to the plan provider by such retirees and the Village assumes no responsibility for billing and/or payment issues that may occur from time to time.

The Medicare Advantage / Supplemental Insurance package will be offered to all past, current and future employees at **NO** cost to the Village of Fredonia.

APPENDIX C

Flexible Spending Account Benefit Plan

The Village will pay the cost of all administrative fees associated with a Flexible Spending Account (FSA) Benefit Plan including a debit card account option.

The Village will pay the \$250.00 Drug: Copay Deductible per Firefighter as a deposit into the Firefighters Flexible Spending Account (FSA) for all Firefighters covered under this Agreement who participate in the Village Health Insurance Plan as set forth in **Appendix B**.

All Firefighter shall be credited with an annual contribution of one thousand seventy-five dollars (\$1,075.00) for single coverage or one thousand five hundred dollars (\$1,500.00) for family coverage to his / her Flexible Spending Account (FSA).

Each Firefighter will be provided with a fifteen thousand dollar (15,000.00) term life insurance policy.

Definitions:

Temporary Contingent Cadet

A Temporary Contingent Cadet is defined as an individual temporary hired to fill an existing full time position that may be vacant for an extended period of time, not to exceed six (6) months, unless agreed upon by the Village of Fredonia and the Firefighters Union. A Temporary Contingent Cadet will remain in this position until all New York State and Department training requirements are completed.

Temporary Contingent

A Temporary Contingent Firefighter is defined as a individual temporary hired to fill an existing full time position that may be vacant for an extended period of time, not to exceed six (6) months, unless mutually agreed upon by the Village of Fredonia and the Firefighters Union. A Temporary Contingent Firefighter has met all New York State and Department training requirements.

Provisional Cadet

A Provisional Cadet Firefighter is defined as an individual hired to a position that is contingent on the results of an as yet to be taken Civil Service test and has not completed all the New York State and Department training requirements. A Firefighter in this position will remain a Provisional Cadet until the results of the Civil Service test are known and subsequently hired by the Village of Fredonia according to Civil Service Rules and Regulations. A Provisional Cadet will remain in this classification until all State and department training requirements are completed.

Provisional

A Provisional Firefighter is defined as an individual hired to a position that is contingent on the results of an as yet to be taken Civil Service test. A Firefighter is a provisional appointment until qualifying for a permanent appointment as the result of the applicable Civil Service test as determined by the Civil Service Rules and Regulations. A Provisional Firefighter has met all New York State and Department training requirements.

Cadet

A Cadet Firefighter is defined as a individual that has not completed all New York State and Department required training. A Firefighter in this position will remain a Cadet Firefighter until all State and department training requirements are completed. A Cadet Firefighter has been hired having qualified for the position as required for permanent appointment under Civil Service Rules and Regulations.