

AGREEMENT

THE VILLAGE OF SCOTIA

AND

**THE SCOTIA PERMANENT FIREMEN'S
ASSOCIATION
LOCAL 842, I.A.F.F, AFL-CIO**

**EFFECTIVE
JUNE 1, 2008
THROUGH
MAY 31, 2012**

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>PAGE</u>
I PROVISIONS GOVERNING CONTRACT	1
II RECOGNITION	2
Section 1.....	2
Section 2.....	2
Section 3.....	2
Section 4.....	3
III COLLECTIVE BARGAINING UNIT	3
IV CONDUCT OF EMPLOYMENT	4
V WORK WEEK AND WORK DAY	5
Section 1 Base Work Week.....	5
Section 2 Call Back.....	6
Section 3.....	6
Section 4 Recall.....	6
Section 5 Shift Holdover.....	8
Section 6 Vacancies.....	8
Section 7 Shift Reassignment.....	8
Section 8 Staffing Model.....	9
VI SALARIES	9
Section 1(a) Basic Salaries.....	9
Section 1(b) EMT Salary Supplement.....	9
Section 2 Out of Grade Work.....	10
Section 3 Overtime.....	11
VII LONGEVITY PAY	11
VIII HOLIDAYS	12
IX HOSPITAL, MEDICAL AND DENTAL BENEFITS	13
Section 1.....	13
Section 2.....	14
Section 3 Family Dental.....	14
Section 4.....	15
Section 5.....	15
X RETIREMENT	15

XI TIME OFF	16
Section 1 Vacation.....	16
Section 2 Personal Leave-Bereavement Leave.....	18
Section 3 Sick Leave.....	19
Section 4 Leave for Association Representatives.....	19
XII DEATH BENEFITS	21
XIII CLOTHING ALLOWANCE	21
XIV CONTRACT GRIEVANCES	22
XV PROFESSIONAL TRAINING AND IMPROVEMENT COURSES	26
XVI MANAGEMENT RIGHTS AND RESPONSIBILITIES	28
XVII FUND RAISING	29
XVIII ADDITIONAL RIGHTS OF THE SCOTIA PERMANENT FIREMEN'S ASSOCIATION	29
Section 1.....	29
Section 2.....	29
Section 3.....	30
Section 4.....	30
Section 5.....	30
XIX SEVERABILITY	31
XX NOTICE REQUIRED BY THE TAYLOR LAW	31
XXI CONTRACT PERIOD	32
XXII COPIES OF AGREEMENT	32
XXIII COLLEGE ACCOUNT	32
XXIV NO LAYOFF	34
XXV LABOR-MANAGEMENT COMMITTEE	34
XXVI MISCELLANEOUS	35
SCHEDULE A - SALARY SCHEDULE	37
BLUE SHIELD DENTAL CARE PROGRAM	38

AGREEMENT

Agreement made this _____ day of _____ 2009, by and between the VILLAGE OF SCOTIA, hereinafter referred to as the Employer, and the SCOTIA PERMANENT FIREMEN'S ASSOCIATION, hereinafter referred to as the Association. In consideration of the mutual promises of the parties hereto, and in order to maintain the general efficiency in the Fire Department, and to promote morale, equal rights, well being and security of the employees thereof, it is agreed by the parties as follows:

ARTICLE I
PROVISIONS GOVERNING CONTRACT

The law governing this contract shall be the laws of the State of New York including the Public Employees' Fair Employment Act, and such provisions of the Civil Service Law, including the Rules and Regulations of the Schenectady County Civil Service Commission, and such local laws of the Village of Scotia presently in existence which are not inconsistent with the said laws of the State of New York, the Public Employees' Fair Employment Act, the Civil Service Law, or the terms and conditions of this Agreement.

ARTICLE II
RECOGNITION

Section 1. The employer recognizes the Scotia Permanent Firemen's Association as the sole and exclusive representative for all the employees of the Scotia Fire Department in the unit described in Article III.

Section 2. The employer agrees that the Scotia Permanent Firemen's Association shall be the sole and exclusive representative for all employees of the Scotia Fire Department in the said unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment.

Section 3. The employer shall deduct from the wages of the employees of the Fire Department and remit to the Scotia Permanent Firemen's Association regular membership dues for those employees who signed authorizations permitting such payroll deductions.

The Association shall defend, indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action

taken by the Village for the purpose of complying with any of the provisions of this clause.

Section 4. Scotia Permanent Firemen's Association, its officers, members, agents, or principals agree that it will not engage in, cause, instigate, encourage, sanction or condone a strike, slowdown, mass resignation, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

ARTICLE III
COLLECTIVE BARGAINING UNIT

The Scotia Fire Department shall be constituted of one unit for the purpose of collective bargaining pursuant to this agreement, which unit shall be:

All paid employees in the employ of the Scotia Fire Department exclusive of the Chief, and of all part-time, seasonal, temporary and auxiliary personnel.

For purposes of this agreement, the term part-time, seasonal, temporary and auxiliary personnel refers to any person employed in the Scotia Fire Department, other than the fire department custodian:

(a) for which there does not presently exist a civil service job title and description established by the Schenectady County Civil Service Commission, or

(b) who does not hold a position by permanent appointment in the competitive class of the classified civil service.

It is further understood and agreed that any such employee occupying the position of acting chief for a period in excess of six calendar months shall be excluded from said bargaining unit until he shall cease to be such acting chief.

Bargaining pursuant to this agreement, with respect to the above described Bargaining Unit shall be carried on exclusively by and between representatives of the Village Board of Trustees and representatives of the Association, including counsel, if so desired.

ARTICLE IV
CONDUCT OF EMPLOYMENT

All employees of the Fire Department of the Village of Scotia shall comply with the Rules and Regulations of the Scotia Fire Department, promulgated by the Fire Chief and approved by

the Board of Trustees of the Village of Scotia, subject to any overriding provisions in this Agreement. Insofar as any provision of this agreement shall conflict with any provision of the Rules and Regulations, or any ordinance or resolution of the Village Board of Trustees, such Rule, Regulation, Ordinance or Resolution shall be deemed modified by the terms of this agreement so as to be rendered compatible with this Agreement.

ARTICLE V
WORK WEEK AND WORK DAY

Section 1. Base Work Week. The "base work week" for all employees of the Scotia Fire Department shall be no more than forty hours averaged. An employee's work day pursuant to this agreement may exceed eight hours. The work tours or tours of duty shall consist of those set forth in a schedule developed by the Fire Chief after meeting and consulting with the Association and with the approval of the Board of Trustees, a copy of which such currently proposed schedule is attached hereto and made a part hereof. However, subsequent hereto, no work schedule shall take effect until twenty-six (26) weeks after official notification of the approval thereof by the Board of Trustees has been given to the Association unless an unforeseen emergency requires implementation of such schedule upon shorter notice.

The Association and the Village shall certify to the Village Clerk, in writing prior to the implementation of any work schedule pursuant to this agreement, the number of calendar days in the work cycle established by such schedule. The clerk, shall use the work cycle so certified for the purpose of computing overtime pay as hereinafter provided.

Section 2. Call back to duty shall mean not only recall to active duty within the department but a requirement that the employee appear or give testimony before a grand jury, any recognized court or any recognized departmental, agency, or arbitration hearing which has compelled his attendance either by subpoena or by direction of his superior officer. Any employee called back shall perform any assigned work so long as such work is reasonably within the employee's normal duties.

Section 3. It is understood and agreed that nothing in this Article is intended to or does constitute any guarantee of work.

Section 4. A. Recall, or call back to duty, shall be based upon a program of equality of assignment insofar as possible. Applying the principle of seniority, the senior off-duty employee shall first be recalled, and subsequent recalls shall be in rotation based on seniority, so that at the end of the

fiscal year all employees have had an approximately equal opportunity to render additional service. Provided, however, that if a recall is necessary for four (4) hours or less before the change of shift, the employee recalled shall be chosen from the platoon next scheduled to report for duty. If the recall shall involve a period in excess of four (4) hours before the end of the shift the employee to be called back shall be from a non-contiguous platoon.

B. There shall be a one (1) hour minimum recall for all recall except coverage of shift due to a firefighter/officer's absence or unscheduled special details as approved by the Chief. Shift coverage or special details shall be paid a minimum of four (4) hours for any amount less than four (4) hours worked. Any part of an hour shall be equal to an hour.

C. All career personnel are requested to respond on a twenty-four (24) hour basis to all structural fire calls and/or any other emergency response call requiring additional manpower. All responding personnel shall be paid on an hour for hour basis at the contractual rate of pay. Any part of an hour shall be equal to an hour.

D. A new code shall be established for all other emergency recall. The one (1) hour minimum recall set forth in paragraph B herein shall apply to such emergency call-ins.

Section 5. Shift Holdover. Shift holdover shall be paid on an hour-for-hour basis for each hour worked and shall not be subject to the provisions of Article V, Section 2.

Section 6. Vacancies. Vacancies to assignments and tours of duty shall be posted and all members shall be entitled to bid for such positions. Assignments shall be made on the basis of qualifications to be established by the Village taking into account the seniority of any member bidding for such assignment. The rotation officer's assignment shall continue to be filled as it has been in the past.

Section 7. Shift Reassignment. If fire department staffing falls below the two man minimum for a period reasonably anticipated to exceed 30 calendar days, the Village has authority to reassign member(s) to fill the vacancy(ies) with 30 days' written notice. Reassignment shall be made by requesting by seniority members to fill the vacancy(ies). If no member accepts the reassignment, the least senior member shall be reassigned.

Section 8-Staffing Model-If the fire department staff falls to ten (10) or fewer members for a period reasonably anticipated to exceed 30 calendar days, the Village has authority to change the current staffing model to the ten (10) member model within 30 calendar days written notice. The ten (10) member model is as follows:

A shift -	2
B shift -	2
C shift -	2
D shift -	2
Rotation Officer -	1
8AM-4PM -M-F	1

ARTICLE VI **SALARIES**

Section 1(a). Basic Salaries. Salaries for work performed by employees of the Scotia Fire Department shall be those set forth in Schedule "A" attached hereto and made a part hereof.

Section 1(b). EMT Salary Supplement.

(1) Any employee of the Village of Scotia Fire Department who has completed emergency medical technician

training shall receive a salary supplement of \$1,000.00 per annum in addition to the employee's designated base salary as is set forth in the above referenced Schedule "A".

Commencing June 1, 2003, and each September 1 thereafter, any member who is currently REMO qualified on-line as an intermediate shall receive an annual salary supplement of \$2,000.00. All members who present to the Village a current New York State paramedic certification shall receive an annual \$2,250.00 supplement to salary. Such salary supplement shall be in lieu of compensation for recertification at current levels.

(2) Employees who are scheduled to attend EMT recertification training shall notify the Chief of the schedule of training and shall thereafter be released from duty with pay and replaced on shift by the Village for all hours of training which occur during regularly scheduled hours of work.

Section 2. Out of Grade Work. An Employee of the department who is temporarily assigned by the chief or other superior to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank he is so assigned thereafter. An employee so assigned to perform duties of a higher grade or

rank, as a result of a permanent vacancy of the position, shall be paid at the wage scale of the higher rank for the first day he is so assigned, and for each and every day he is so assigned thereafter.

Section 3. Overtime. Overtime shall be calculated on a seven (7) day, fifty-three (53) hour work period from 8:00 a.m. Sunday to 8:00 a.m. Sunday, which for purposes of the determination of hours worked shall include all scheduled hours during such period. Time worked over the fifty-three (53) hours as calculated above shall accrue at 1.5 times the employee's hourly rate. Payment of overtime due pursuant to this agreement shall be made on the second pay day following the conclusion of the work cycle during which such overtime is worked.

ARTICLE VII
LONGEVITY PAY

In addition to the salary to which an employee is entitled pursuant to Article VI hereof, during each fiscal year of the contract period, employees who shall have completed at least five (5) years continuous service in the Scotia Fire Department at their last anniversary dates shall be entitled to Longevity Pay at the rate of \$125.00 for each year in excess of four (4) years of continuous service up to and including the twenty-fifth

year of continuous service. Longevity payments will be fixed after the twenty-fifth year for any firefighter who has joined the twenty year retirement plan (384-d). Longevity shall be paid, on pay period of employee's anniversary date of each year.

ARTICLE VIII
HOLIDAYS

A. Effective January 1, 2000, the Village shall recognize the following days as holidays:

New Year's Day
President's Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
Martin Luther King Day (Day of Observance)

Holiday pay shall consist of eight (8) hours pay at straight time per holiday, which shall be payable the second pay period in November.

B. In addition, employees required to work on any of the above enumerated holidays shall be paid double time for all hours worked or shall be granted compensatory time off for the

time so worked, so long as use of such compensatory time does not create overtime.

C. Compensatory Time Usage. Compensatory time must be used by October 31 of each year and may not be carried over. All unused compensatory time shall be paid pursuant to Section A herein.

D. Any employee entitled to compensatory time who shall resign or have his employment terminated with or without cause shall not forfeit his right to such compensatory time, and same may be allotted to him in calendar days or be paid in a lump sum equivalent to that number of days based upon his straight time pay schedule. Any member of the Department entitled to compensatory time who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next-of-kin, or estate.

ARTICLE IX
HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1. The Village at its own expense shall provide hospitalization and major medical insurance with no less coverage than the plan currently in effect, which is CDPHP AttentiCare EPO \$15. Employees hired prior to January 1, 1996

shall contribute five percent (5%) of the premium for the health care plan. Employees hired subsequent to January 1, 1996 but prior to May 31, 2008 shall contribute ten percent (10%) of the premium for the health care plan. Employees hired on or after June 1, 2008 shall contribute fifteen (15%) of the premium for the health care plan.

Prescription co-pays shall be \$10.00 for generic drugs and \$25.00 for brand name-formulary drugs, and \$40.00 for brand name-nonformulary drugs.

Section 2. The Village, at its own expense shall provide the Village Employee Dental Insurance Plan with current coverage and benefits for each employee of the Department at no cost to the employee.

Section 3. Family Dental. Commencing June 1, 1989 the Village shall provide the Village Employee Dental Insurance Plan, with the coverage and benefits identified in Section 2 above, to qualified family members of each employee. The employee's contribution towards the premiums for dependent dental coverage shall be 5% per employee. There will be an annual cap of \$2000 per individual for all dental services.

Section 4. A member who retires shall have access to the health plan(s) offered to active Village firefighters as those plans may change from time to time. Retirees will be responsible for all co-pays and deductibles.

All retirees' premium contributions will be set at their date of retirement at the contribution rate they are paying at that time.

The Village may require eligible employees to enroll in the Medicare Choice or similar plan offered by the Village.

Section 5. It is expressly understood by the parties to this Agreement that once a union member retires, he is no longer an employee under the Agreement, a member of the union, or subject to paying union dues. As such, once the Agreement under which the member retires expires, both parties agree the retiree may not use the grievance procedure to address violations of provisions of the expired Agreement negotiated for his/her benefit.

ARTICLE X
RETIREMENT

Employees may join the 25 year non-contributory plan, Section 384 or 375-c of the N.Y.S. Police and Firemen's

Retirement System, or the 1/60th non-contributory plan; or the 20 year, non-contributory plan, Section 384-d.

Employees shall also have one year final average salary Section 302(9(d), without contribution. References to Sections in this Article are to Sections of the Retirement and Social Security Law.

ARTICLE XI
TIME OFF

The term "week" or "tour of duty" shall be a period of work time as established in Article V. The term "day" of "work day" shall be any day within a tour of duty that the employees normally would be scheduled to work.

Section 1. Vacation. The employees of the Scotia Fire Department working in platoons, are entitled to vacations annually as follows:

After 1 year.....Four work days
After 5 years.....Six work days
After 15 years.....Eight work days

The choice of vacation periods shall be determined by departmental seniority, subject to the efficient operation of the Department.

Any employee who works a regular 8:00 a.m. to 4:00 p.m., five days per week schedule, shall be allowed two calendar weeks vacation after one year of service, three calendar weeks after five years of service, and four calendar weeks after fifteen years of service. Any employee entitled to vacation benefits who shall resign or have his employment terminated with or without cause shall not forfeit his right to vacation time, and the same may be allotted to him in calendar days or be paid to him in a lump sum equivalent to that number of days based upon his straight time pay schedule. Any member of the Department entitled to vacation benefits who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next-of-kin or estate.

Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation due to a documented extended illness or injury shall have the right to postpone the taking of such vacation until such time as he is physically capable of returning to active duty. Any re-scheduled dates of vacation time shall require the approval of the Chief and shall not interfere with the proper functioning of the Department. It is agreed that the Village shall not unreasonably withhold the approval of re-scheduled vacation dates.

Any employee shall be permitted to split his vacation into two or more periods whenever such election will not interfere with the proper functioning of the Department.

Section 2. Personal Leave-Bereavement Leave. Each member of the Department shall be granted a maximum of three (3) days with pay each year for the following reasons:

- a. Religious Observances
- b. Doctor or Dental Appointments
- c. Marriages or Births
- d. Other reasons at the discretion and with the permission of the chief or the officer in charge.

Each member of the Department shall be granted a maximum of three (3) days with pay each year due to death in the family. The term family shall mean spouse, foster, natural, or step-parents, child, brother, or sister, father-in-law, or mother-in-law, or any person residing in the same household.

Personal time of three (3) days shall be available and/or Bereavement Leave of three days shall be available, but in no event shall an individual be entitled to a total of more than five days, with pay, in any fiscal year for Personal Leave and Bereavement Leave.

Personal time must be requested a minimum of 48 hours in advance unless the request is due to an emergency.

Personal time shall be approved by the Chief. If the Chief cannot be contacted for emergency leave requests, requests shall be made to the duty officer who shall have the authority to approve the leave. The Chief shall thereafter be notified of the emergency personal leave at the earliest opportunity.

Section 3. Sick Leave. Effective January 1, 1996, sick leave shall accrue at the rate of twenty-four (24) hours (one (1) day) per month. All or any part of such unused sick leave work days may be accumulated per year to a maximum total of 120 working days. Use of sick leave is governed by the Rules and Regulations of the Scotia Fire Department. An employee scheduled to work who becomes ill shall notify the Department as soon as possible, but in any event not less than one hour before the commencement of his shift, of his unavailability, unless his physical condition prevents him from giving such notice, in which event notice shall be given as soon as possible.

Section 4. Leave for Association Representatives. There is hereby created a time pool of days equal to the number of Association members, which consists of days which are to be

contributed by individual members of the Association, by voluntarily transferring to such pool one day of their personal leave and a contribution of five (5) eight (8) hour days by the Village. In addition, at the end of each year, all unused personal leave shall be donated to the Association time pool for use in the upcoming years. Not more than two employees designated or elected by the Association and counsel if desired, may participate in the administration of this agreement and process grievances thereunder at any one time. Not more than two employees shall be given leave of absence with pay to represent the members of the Association at conventions or meetings of affiliated labor organizations at any one time. They may apply in writing for such leave not less than two (2) weeks in advance, except in emergencies. Not more than two employees given leave of absence with pay shall be eligible to charge such time to the time pool. The application must indicate the purpose of the requested leave and expected duration. No leave shall be granted for a period to exceed five (5) days.

The Village agrees that it will not unreasonably withhold the requested permission. In the event of the exhaustion of the time pool hours, all further working time necessary for participation in any of the foregoing activities shall be taken

either without pay or charged to the individual employee's accumulated compensatory time credits.

ARTICLE XII
DEATH BENEFITS

The employer agrees to continue for the term of this contract the benefits provided for in Section 208-b and Section 208-c of the General Municipal Law in the event that a firefighter is killed or dies as the result of injuries sustained in the performance of his duties as a member of the Scotia Fire Department.

The Employer will further provide at its own expense a Three Thousand Dollar life insurance policy for each active member of the bargaining unit and a One Thousand Dollar life insurance policy for each employee who retires subsequent to the execution of this agreement.

ARTICLE XIII
CLOTHING ALLOWANCE

Effective June 1, 1999, each employee of the Scotia Fire Department is entitled to an allowance of \$325.00 annually in cash for clothing necessitated by his employment and for linens, including sheets, towels, blankets, and pillows. Such allowance

will be paid by separate check in a lump sum on the first pay day in June of each year. In addition the Village supplies, without costs to the firefighters and officers of the Association, all the parts of the dress uniform and personal firefighting equipment including boots, gloves, helmet and coat, upon entrance in the department. Any part of the dress uniform or personal firefighting equipment damaged, destroyed, worn out, torn, altered, outgrown, lost or stolen in the performance of duty shall be replaced by the Village. Replacement shall be made by the firefighter if negligence on his part is proven. Any item of clothing or equipment which is required by the Village subsequent to the execution of this agreement shall be provided to employees without cost to them. Any official Fire Department uniform shall not be worn at any other time except when the employee is on duty or performing work at the direction of the Scotia Fire Department.

ARTICLE XIV
CONTRACT GRIEVANCES

A. A "Contract Grievance" shall mean any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this agreement

including matters as to which other means of resolution are provided or foreclosed by this agreement, or by a statute or administrative procedures applicable to the Village, shall not be considered contract grievances.

B. Either party to this Agreement may utilize the grievance procedure herein. All contract grievances and responses thereto must be in writing, signed by the issuing party and attached to one another so as to constitute a complete file. All references to days in this procedure are calendar days.

C. Any contract grievance shall be processed in accordance with the following procedure, provided the grievance is filed within ten (10) days of its occurrence or of the party's knowledge thereof:

Step 1. Every employee contract grievance shall be reported by the aggrieved employee to the Association which, together with the aggrieved employee shall report the matter to the chief who shall meet with the employee and the Association Representative. Should the Village file a contract grievance, the Chief shall meet with the Association President. The parties shall meet within five (5) days of the filing of the grievance.

Step 2. If the grievance is not resolved through the procedure set forth in Step 1, the grievance shall be reported in writing to the Mayor within ten (10) days of the Step 1 meeting. The Mayor shall meet with the parties within ten (10) days of submission of the grievance at Step 2 and attempt to resolve the matter. The Mayor shall give notice in writing of its meeting and both parties shall be given a full and fair opportunity to present their positions. Should either party not receive written notice of a meeting, the party which did not receive notice will not be deemed to have abandoned its grievance. The Mayor shall issue its answer to the parties within five (5) days of the meeting. A grievance which affects more than one employee may be considered a policy grievance and may be initiated by either party at this step of the procedure.

Step 3. If the grievance is not resolved at Step 2, the grievance shall be reported to the Village Board of Trustees within ten (10) days of the receipt of the Step 2 answer or the date the answer was due. The Mayor and the Board of Trustees shall meet with the parties within ten (10) days of submission of the grievance and attempt to resolve the matter. The Board shall give notice in writing

of its meeting and both parties shall be given a full and fair opportunity to present their positions. Should either party not receive written notice of a meeting, the party which did not receive notice will not be deemed to have abandoned its grievance. The Board shall issue its answer within five (5) days of the meeting.

Step 4. Any unresolved contract grievance having been processed fully through Step 3 of the grievance procedure may be submitted to arbitration by either party to this contract in accordance with the following:

(a) The proceeding may be initiated by either party by serving upon the other party, and by filing with the New York State Public Employment Relations Board, a notice of arbitration in accordance with the rules of that agency. Such notice must be served and filed within 15 days from receipt of the decision of the Board or the date the Board's decision was due pursuant to Step 4 hereof. The fees and expenses of the arbitrator shall be borne equally between the parties.

(b) The arbitrator shall have broad powers to hear and determine the issues presented. He shall not be limited to the evidence submitted at the grievance meetings and may hear such additional evidence as either party desires to submit. The Arbitrator may also call upon any Village Official or Agency to provide evidence or material necessary to resolve the grievance.

(c) There shall be no appeal from the decision of the Arbitrator if made in accordance with his jurisdiction and authority under this agreement. It shall be final and binding on the Association, on all bargaining unit employees, and on the Village.

(d) Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

ARTICLE XV
PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

A. The Village of Scotia recognizes the need for certain professional training in firematic activities and techniques

which it deems relevant to the area protected by the Scotia Fire Department. Consistent therewith the Village has in the past provided for attendance of employees of the Scotia Fire Department at such training courses and may continue to do so from time to time in the future as such courses are offered and as said Village shall determine, after consultation with the Association, that participation in such courses by one or more employees of the Scotia Fire Department is beneficial to the conduct of the mission of the Scotia Fire Department.

B. Members not on duty participating in IST shall be entitled to one (1) hour minimum recall pursuant to the provisions of Article V, Section 5B.

C. Members attending training classes which are scheduled for forty hours or more, shall have their regular shift changed to the class time schedule in lieu of the normal shift rotation on an hour for hour basis.

D. For classes shorter than forty (40) hours, members' shift work may be rescheduled on a case by case basis, with the agreement of the Chief, Union and employee.

ARTICLE XVI
MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Department, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Village. Accordingly, the Village retains the right including but not limited to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and locale of its facilities, stations, etc.; determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials; purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement or by applicable statutes and to make reasonable and binding rules which shall not be inconsistent with this Agreement or such statutes.

ARTICLE XVII
FUND RAISING

The Village shall be provided with prior written notice of and explanation of any and all fund raising activities of the Scotia Permanent Firemen's Association.

ARTICLE XVIII
**ADDITIONAL RIGHTS OF THE SCOTIA PERMANENT
FIREMEN'S ASSOCIATION**

Section 1. A duly authorized representative of the Association shall be admitted to the premises of the Department whenever necessary, for the purposes of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with, hamper, or obstruct normal operations. Upon the request of the officer in charge of the Department, said Association representative shall state the purpose of his visit. When practicable, the officer in charge shall be notified in advance of his visit.

Section 2. The Village recognizes the right of the Association to appear on behalf of employees in the designated unit at public hearings before the Board of Trustees for the

purposes of discussing matters relating to firematic matters in the Village.

Section 3. Since all firefighters are presumed to be subject to duty twenty-four hours per day, seven days per week, any action taken by a member of the force, within the jurisdiction of the Scotia Fire Department, on his time off which would have been appropriate if taken by a firefighter on active duty if present or available, shall be considered official action, and the firefighter shall have all the rights and benefits concerning such action as if he were then on active duty.

Section 4. In the event that an employee is faced with a civil claim arising out of an incident related to his service with the Department (except acts of willful misconduct) the Village will provide legal counsel for his protection, and hold him harmless from any financial loss.

Section 5. In the event that an investigation of an employee is instituted for any reason, the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel or his Association representative before being questioned concerning a violation of the Rules and

Regulations. Counsel and a representative of the Association may be present during the interrogation of a firefighter. If any Association representative designated to accompany an employee during interrogation is also involved in the investigation, the Association shall designate a substitute representative not involved in the investigation for such purposes.

ARTICLE XIX
SEVERABILITY

If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with and enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its supplement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.

ARTICLE XX
NOTICE REQUIRED BY THE TAYLOR LAW
(SECTION 204-a OF THE CIVIL SERVICE LAW)

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

ARTICLE XXI
CONTRACT PERIOD

This agreement shall be in effect from June 1, 2008, and continue through May 31, 2012, provided, however, that if the parties hereto have failed to agree upon a new contract on or before June 1, 2012, the provisions of this agreement relating to the terms and conditions of employment shall continue in full force and effect until the date of the execution of a new agreement.

ARTICLE XXII
COPIES OF AGREEMENT

The Village shall provide the Association with twelve (12) copies of this executed Agreement.

ARTICLE XXIII
COLLEGE ACCOUNT

A. Employees shall perform all necessary laundry services for the Fire Department so long as the Village provides all necessary equipment and supplies.

B. In exchange, the Village agrees to provide each year the amount of \$1,000.00, which will be set aside in a segregated account. The segregated account shall be used by employees to take college classes in the Fire Protection field. Said employees shall be reimbursed upon attaining at least a grade of "C" upon completion of the course. Said segregated account shall be capped at \$5,000.00 with no additional payments to be made by the Village until the fund falls below the cap.

C. Employees shall arrange coverage at no cost to the Village for any time they may need off to attend college classes. No overtime may be incurred for participation in any college class.

D. Employees shall not be paid for their time spent in class.

E. Eligibility for college classes shall be based upon a rotating system of seniority and refusal, established and managed by IAFF Local 842, upon the approval of the Chief.

F. At the completion of the college class, all coursework books shall remain the property of the Village.

ARTICLE XXIV
NO LAYOFF

There shall be no layoff of personnel currently employed by the Village of Scotia Fire Department. This clause shall sunset on May 31, 2001 and be of no further force or effect.

ARTICLE XXV
LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Labor Management Committee. The Committee shall be comprised of the following members: The Association President representing the Association, and the Mayor, Fire Chief, and one (1) Village Trustee representing the Village. Either party may bring such individual(s) it deems necessary for the discussion of any issue being considered by the Committee. The Committee will meet quarterly and additionally as the Committee members may mutually agree.

The Labor Management Committee may discuss departmental operations, practices and procedures, employee safety and training, departmental shift and staffing, equipment maintenance and safety, modifications in supervision, communications and dispatch, departmental efficiency, and any other matters of

mutual concern which Association and Village members of the Committee jointly agree to discuss.

The Committee is intended to be a forum where both parties can freely express their views on the matters discussed. To that end, the parties agree that the discussions are not negotiations and that the discussions shall not be admissible for any purpose whatsoever in any judicial, quasi-judicial, arbitral, or administrative proceedings for any purpose whatsoever.

The Committee will endeavor to make a mutually agreeable recommendation concerning matters which are discussed.

ARTICLE XXVI
MISCELLANEOUS

1. There shall be no Association bulletin board on Village Fire Department premises.

2. Members shall not engage in activities related to outside employment while on Village time.

IN WITNESS WHEREOF, the Board of Trustees of the Village of Scotia, New York, has caused this instrument to be signed by its Mayor and its corporate seal to be hereunto affixed, and the

Scotia Permanent Firemen's Association has caused this instrument to be signed by its President, on this ___ day of _____, 2009.

SCOTIA PERMANENT FIREMEN'S ASSOCIATION

VILLAGE OF SCOTIA, NEW YORK

By _____
KENNETH ALMY,
President

By _____
KRIS KASTBERG,
Mayor

Date: _____

Date: _____

SCHEDULE A

	2008-2009 3.5%	2009-2010 3.5%	2010-2011 3.5%	2011-2012 3.5%
Starting Salary	\$35,520	\$36,763	\$38,050	\$39,382
Entry Level	\$37,917	\$39,244	\$40,618	\$42,040
Step One	\$40,738	\$42,164	\$43,640	\$45,167
Step Two	\$43,558	\$45,083	\$46,661	\$48,294
Step Three	\$46,376	\$47,999	\$49,679	\$51,418
Step Four	\$49,206	\$50,928	\$52,710	\$54,555
Step Five	\$52,020	\$53,841	\$55,725	\$57,675
Lieutenant	\$55,033	\$56,959	\$58,953	\$61,016
Captain	\$58,052	\$60,084	\$62,187	\$64,364

BLUE SHIELD DENTAL CARE PROGRAM

Your Blue Shield Dental Care Program, which consists of the basic contract plus Rider A, provides a wide range of benefits to assure you of comprehensive dental care and maximum dental health. The following outline of benefits indicates the extent to which diagnostic, preventive, restorative and surgical procedures are covered. Blue Shield pays 100% of the participating dentist's usual, customary and reasonable charges for Basic Coverage and Rider A.

Basic Coverage

1. Oral examination (including treatment plan)
2. X-rays
3. Prophylaxis (cleaning)
4. Topical fluoride application (for patients to age 19)
5. Repair dentures
6. Emergency treatment
7. Fillings (anialgom, silicate and plastic)
8. Endodontics (pulpotomy, pulp capping, root canal)
9. Simple extractions

Rider A

1. Inlays (not part of bridge)
2. Crowns (not part of bridge)
3. Space Maintainers
4. Oral surgery (surgical extraction, impaction, fracture treatment, cyst removal)
5. Apicoectomy (removal of the apex of the tooth root)

For more comprehensive coverage, the group may also purchase the following options. Blue Shield pays 50% of the usual, customary and reasonable charges for procedures covered by these riders.

Rider B - Prosthetics- full and partial dentures

Rider C - Periodontics- treatment of gums and supporting tissue

Important: All procedures covered by riders require preauthorization. This simply means that a participating dentist is to submit a treatment plan to Blue Shield for approval prior to starting the work. The participating dentist is then advised by Blue Shield as to the amount of payment to be made by Blue Shield toward your care. You and your dentist know before treatment begins exactly what your financial responsibility will be, thus eliminating possible misunderstanding.

BLUE SHIELD DENTAL PLAN

Pays the Dentist's Usual, Customary and Reasonable Charges

MONTHLY RATES

For Discussion Only

<u>FULL PAYMENT</u>	<u>INDIVIDUAL</u>	<u>FAMILY</u>
Basic Contract	\$3.35	\$11.85
Rider "A" Covering More Involved Procedures	\$1.00	\$ 2.95
	\$4.35	\$14.80
<u>80% PAYMENT</u>	<u>INDIVIDUAL</u>	<u>FAMILY</u>
Basic Contract	\$2.68	\$ 9.48
Rider "A" Covering More Involved Procedures	\$0.80	\$ 2.36
	\$3.48	\$11.84
<u>50% PAYMENT</u>		
Rider "B"-Prosthetics	\$1.65	\$3.30
Rider "C"-Periodontics	\$0.65	\$1.35
Rider "D"-Orthodontics	-----	\$2.50

*For a small additional cost, students may be covered to age 25.

*Do not add Individual to Family rate. Family rate employees and dependents

* * * *

The full coverage program is available only when the employer pays the total cost of the Dental Plan.

The 80% payment program is available when the employer pays at least the full cost of the individual coverage.