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Contract Database Metadata Elements

Title: **Greenville Fire District and Greenville Fire Officers, Greenburgh Uniformed Firefighters Association, International Association of Fire Fighters (IAFF), Local 1586 (2007)**

Employer Name: **Greenville Fire District**

Union: **Greenville Fire Officers, Greenburgh Uniformed Firefighters Association, International Association of Fire Fighters (IAFF)**

Local: **1586**

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

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FLT \ 7155

AGREEMENT

BETWEEN

**GREENBURGH UNIFORMED FIREFIGHTERS ASSOCIATION
LOCAL 1586 I.A.F.F.
GREENVILLE FIRE OFFICERS**

AND

**BOARD OF FIRE COMMISSIONERS
GREENVILLE FIRE DISTRICT**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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JANUARY 1, 2007 through DECEMBER 31, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Agreement effective January 1, 2007 between the GREENVILLE FIRE DISTRICT, Town of Greenburgh, Westchester County, New York (the "District") and Greenburgh Uniformed Firefighter's Association, IAFF Local 1586, Greenville Fire Officers (GUFA).

WITNESSETH:

Article I Recognition

- 1.1 The Board of Fire Commissioners of the District ("Board") recognizes the Greenburgh Uniformed Firefighter's Association (GUFA) as the exclusive representative of all officers of the District for the purposes of negotiating collectively the terms and conditions of their employment and entering into written agreement with respect thereto. The term "officers" shall mean all full time paid officers below the rank of Assistant Chief employed by the District.
- 1.2 The GUFA agrees that it does not and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

Article II Salaries

- 2.1 The salaries for Line Officers shall be as below:

Captain

Effective	<u>1/1/2007</u>	<u>1/1/2008</u>	<u>1/1/2009</u>
	\$108,690	\$113,581	\$118,692

- 2.2 Officers shall be paid bi-weekly.

- 2.3 The schedule for shift officers shall be a be a ten (10) hour shift followed immediately by a fourteen hour shift, or until properly relieved, which shall be followed by seventy-two (72) hours off. The daytime officer's schedule and other tours are separately set forth by the Board. Members wishing to place vacation, holiday, kelly or mutual time must use one for each ten(10) or fourteen(14) hour shift, and therefore must use two for consecutive shifts.

Article III Hours

- 3.1 The regular work week shall be an average of 40 hours.
- 3.2 Working schedules shall be determined by and may be changed from time to time by the Board at its discretion.

Article IV Overtime

- 4.1 Except as provided in Sections 4.2, 4.3, 4.4, and 4.9, overtime shall be paid on the basis of straight time computed at 2,080 man hours per calendar year and at the officer's yearly salary in effect at the time of earning of overtime.
- 4.2 When an officer is working overtime on the Saturday night before Easter Sunday, Easter Sunday, Independence Day, Thanksgiving Eve, Thanksgiving, Christmas Eve, Christmas, New Year's Eve or New Year's Day, overtime shall be computed at the rate of time and one-half the hourly equivalent of the officer's yearly salary in effect at the time.

- 4.3 The first overtime shift caused by illness shall be paid at the rate of time-and-one-half of the employee's hourly salary. Should a continuation of overtime beyond that first overtime be necessary due to the same illness, it shall be paid at straight time with the exception that if the original officer must remain on duty due to the inability to get another officer to cover the time, then that officer shall be paid at time and one half.
- 4.4 When an officer is called back to duty to engage in a numbered alarm, whether the officer is actually assigned to the alarm or to other duties, the call back will be for a minimum of four (4) hours. Pay for call back shall be at time and one half.
- 4.5 When an officer is held over after completion of his regular shift while engaged at a numbered alarm, or where the holdover for any reason continues for more than four (4) hours, overtime pay will be at time-and-one-half. "Holdover", for the purposes of this agreement, shall mean whenever the working officer is not relieved at the end of his shift by another officer of similar rank.
- 4.6 Officers reporting voluntarily in response to an alarm will work at the discretion of the officer in charge of the department at the time of the alarm. If approved to work, the officer will be paid at time and one half for the hours worked.
- 4.7 Each line officer reporting for duty will report at 0745 hours and 1745 hours. There will be time allowed for briefing (discussion) with off-going officer,

Officers reporting at this time will be compensated for sixty (60) hours annually. The overtime due under this provision shall be paid in one paycheck annually on or about December 1st of each year.

4.8 Except as provided in 4.7 above, overtime will be paid as soon as administratively possible after it is earned.

4.9 Any officer who voluntarily covers, or is ordered in to work, a "Departmental Training Day" shall be compensated at the rate of time and one half their regular rate for such time worked.

Article V Holidays

5.1 The Holidays recognized under this Agreement are:

New Year's Day	Easter Sunday	Columbus Day
M.L. King's Birthday	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

5.2 Holiday compensatory time off shall be scheduled in accordance with the rules of the Board relating thereto and with regard for the work coverage requirements of the District. Subject to the foregoing, holiday compensatory time off may be taken at the times desired by the individual officer, provided that minimum officer coverage will be available.

5.3 Each officer may elect to receive holiday pay in lieu of holiday time off. Holiday pay shall consist of 12 hours pay and shall be computed as provided in Section 4.1.

- 5.4 Holiday pay will be paid as soon as administratively possible after earned.
- 5.5 Each officer may elect to receive kelly pay in lieu of kelly time off. Kelly pay shall consist of 12 hours pay and shall be computed as provided in Section 4.1.
- 5.6 Officers shall be entitled to five (5) calendar days of bereavement leave in the event of the death of an immediate family member. Such family member shall be defined as an officer's spouse, parent, child, sibling or parent-in-law. Officers shall be entitled to one (1) day of bereavement leave if necessary in the event of the death of a grandparent to attend the funeral for the deceased. Bereavement leave for relatives who are not members of the immediate family or additional bereavement leave may be granted at the discretion of the Chief.

Article VI Vacations

- 6.1 Officers assigned to rotating tours will have twenty four (24) working shifts vacation. Officers assigned to steady day tours will have twenty-four working day shifts vacation as well as ten days pay which shall be paid as a day shift differential.
- 6.2 Vacation time off shall be scheduled in accordance with the rules of the Board relating thereto. Before the Board makes effective any changes in its rules relating to vacations, the proposed changes shall be discussed with the President of the Officer's Association. Vacations will, so far as practicable, be granted at the times most desired by officers (preference being given in

order of date of promotion); but the final determination of vacation periods shall be made by the Board, and when necessary may be changed by the Board to insure that officer coverage is adequate at all times.

6.3 Each officer may elect to receive vacation pay in lieu of vacation time off.

Vacation pay in such event shall consist of twelve (12) hours pay (computed as provided in Section 4.1) for each working day (or night) paid in lieu of vacation time off.

Article VII Retirement and Insurance

7.1 The District shall contribute the full cost of retirement benefits pursuant to Sections 384 and 384E of the Policemen's and Firemen's Retirement Systems Act (the "Act") or, if an employee is eligible therefore and has so elected, pursuant to Section 375 (g) of the Act.

7.2 Benefits provided in accordance with Section 7.1 to employees who retire after the effective date of this Agreement shall be based upon final average as defined in Section 302, Subdivision 9, paragraph (d) of the Act.

7.3 The District agrees to provide the full cost of the New York State Health Insurance Program, known as the "Empire Plan", (core plus enhancements), for all members of the unit and their dependents. The District shall have the right after notice to, and discussion with, the Union to discontinue participation in the "Empire Plan" and to select a different health insurance



provider, so long as the benefits are substantially equivalent to the "Empire Plan".

Members of the unit shall be entitled to participate in HMO's to the extent currently available, provided however, the cost to the District shall not exceed the cost of premiums under the Empire Plan. The District shall contribute up to a maximum of \$1365.00 annually, per participant, towards a dental plan.

7.4 The district agrees to provide \$100,000 of term life insurance with a maximum cost of \$450.00 per man per year.

7.5 Officers shall have the ability to option out of the medical plan provided by the District due to having parallel coverage. Officers who elect to option out of the District's medical plan shall receive \$1000.00 stipend provided they remain uncovered by the District's plan for a period of twelve consecutive months. Such Payments shall be made at the end of the twelve (12) month period and annually each twelve (12) months thereafter, provided the member remains uncovered under the District's plan. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than a twelve (12) months, no payment shall be made.

Article VIII Grievance Procedure

8.1 The purpose of the grievance procedure is to provide an orderly way for the submission, review and settlement of grievances which may arise. Every officer has the right to discuss, with his/her superior officer, any matter



regarding questions, problems or grievances which may arise. The officer may present his/her grievance alone, with another officer or with a representative of the Association from within the Department. A grievance shall be filed within thirty (30) calendar days following the event giving rise to the grievance.

8.2 The grievance procedure shall consist of a first and second step and an appeal step.

Step 1: The first procedural step shall commence with the officer presenting his/her grievance on a formal written basis to the immediate superior officer. This meeting shall take place at a time designated by the superior officer within ten (10) days from receipt of the written grievance. The officer shall render a written decision with explanation or determination to the officer within ten (10) days of their meeting.

Step 2: If such determination does not satisfactorily resolve said grievance; the officer shall submit to the Chief a written statement within ten (10) days of the receipt of the written decision of the superior officer. This statement shall describe the specific nature and facts pertaining to the grievance.

Thereafter, the Chief of the Department shall schedule a meeting to be held within fifteen (15) days of submission of the written statement. The officer and his/her representative from



within the Association may present any verbal and written statements and contentions supporting the grievance at this meeting.

Within ten (10) days following the conclusion of the hearing, the Chief shall render a written decision to both the aggrieved officer and the Board. If the aggrieved officer is not satisfied with the Chief's decision, he/she may proceed to the Appeal step.

Appeal: Any officer may, within twenty (20) days, appeal to the Board, or a grievance committee appointed by the Board, from the Chief's written determination. The officer shall be granted a hearing on such appeal and the officer shall have the right to be represented in such a hearing by a representative from within the Association, or a representative designated by the Association. The Board of Fire Commissioners shall schedule a hearing within thirty (30) days of the request for an appeal. Any such hearing may be conducted by the Board, or by the Board's designated committee, consisting of no less than two Board members. The Board or its designated committee shall render a written report thereon to the entire Board within thirty (30) days of the hearing's conclusion. The Board shall thereafter render its written decision. The written decision shall comprise a statement of the Board's findings of fact, conclusions and decisions. The Board will

send a copy of its' decision to the officer, his/her representative if any, and the Chief of the Department within two (2) weeks after the next scheduled monthly meeting of the Board at which the decision was approved by the Board.

Article IX Arbitration

- 9.1 Should any differences arise between the Board and the Association and/or officers concerning the meaning, application or interpretation of this Agreement, remain unresolved after presentation to, and processing through, the grievance procedure, either the Board or the Association may submit such difference to arbitration by serving notice on the other within thirty (30) working days following the Board's decision.
- 9.2 The arbitration shall be conducted by an impartial arbitrator, to be mutually agreed upon by both parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral to arbitration, the American Arbitration Association (AAA) shall be requested to name an arbitrator under its rules and procedures. The arbitration shall be conducted in accordance with the Labor Rules of the AAA.
- 9.3 The fees and expenses of the arbitrator shall be borne equally by the parties. The Board and the Association shall bear the expense of their respective witnesses and any other expenses they may incur.



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

Article X Association Activities

10.1 With the permission of the Chief, officers of the Greenville Fire Department from within the Department may conduct GUFA business during working tours, provided that the conduct of such business shall be kept to a minimum and shall in no event interfere with the performance of normal duties.

10.2 Duly elected delegates of the GUFA shall be permitted time off not to exceed an aggregate of nine (9) working tours per year to attend conferences, meetings or conventions called by or relating to GUFA affairs given to the District.

Article XI Labor Management Committee

11.1 A Labor Management Committee shall be established and shall consist of two members of the Board of Fire Commissioners (liaison commissioners), the Chief of the Department and two (2) members of the bargaining unit (to be appointed by the President of the Association).

11.2 The Labor Management Committee shall meet monthly from its inception, if needed for the purpose to discuss and resolve all problems placed before it



and to create a better understanding of the problems confronted by the Association and the Board.

- 11.3 Any problem which is not resolved by the Committee may be referred to the Board of Fire Commissioners upon request of two or more committee members. Any such reference shall be in writing. Each committee member shall be entitled to have included in the written reference his understanding of the problem, his view of the action which should be taken or not taken, and the reasons therefor. No committee member shall edit the statement of any other member. The decision of the Board of Fire Commissioners shall be final; provided that the problem may be considered further or subsequently by the Committee by agreement of all the members.

Article XII Jury Duty Leave

- 12.1 Members of the unit will be relieved with pay for those hours necessary to serve on jury duty when their attendance is required during their regularly scheduled tour (not a mutual). Such leave will include adequate time to travel to and from jury duty. Members of the unit will remain on duty until they must leave for such service and will return to the firehouse when they are released from their jury duty.

Such released time will be for a maximum of 80 hours in any calendar year, except grand jury service. Additional Jury time may be granted at the discretion of the Chief.

Members of the unit shall provide as much written notice as possible to the Chief or his designee and provide verification of having served.

Members of the unit shall use the night before call-in system, if available.

All fees paid to the employee shall be endorsed over to the District, with the exception of when an employee appears for jury duty on his regularly scheduled day off or on a day he is not released from duty. Reimbursement for mileage, tolls, parking and/or meals paid for while on jury duty shall be retained by the employee.

Article XIII Miscellaneous

13.1 An employee's off duty time may be used by him as he wishes without interference unless an emergency exists and call back is instituted, and provided that his conduct while off duty does not bring discredit upon the District.

13.2 The association may engage in such fund raising activities as are approved by the Board.

13.3 The Chief may call four (4) meetings per year with one or more officers without compensation or overtime and attendance and inspection is mandatory without overtime or compensation.

13.4 a) Each new officer shall be furnished with a complete set of dress uniforms, two (2) complete sets of work uniforms at the commencement of his promotion. Each year all officers who completed their probation period prior



to such year shall be issued three (3) complete sets of work uniforms, plus three (3) T-shirts per man, plus any dress uniform needed.

b) Each officer shall be furnished with two (2) pair of low cut work shoes each year. In lieu of receiving such pair of shoes, an employee may elect to purchase a brand of shoe other than that furnished by the District, in which event, the employee shall be reimbursed for the purchase price of such other brands of shoe furnished by the District.

c) The district agrees to furnish a replacement dress uniform at its discretion.

13.5 In lieu of the previously established stipends, Officers with EMT-D certification will receive a 3.00% addition to gross salary. These payments represent the only remuneration the District will provide for the Officers' attendance at required classes.

13.6 All benefits now received by Firefighters shall also be given to the officers.

13.7a With the approval of the Chief, members may attend seminars, training courses, and college classes. Members who attend such educational programs at times other than during their regularly scheduled tour of duty shall be compensated in the form of time off.

13.7b No compensatory time shall be provided for attendance at any courses related to EMT certification or recertification as this is the basis for EMT addition to salary.

13.8 Any officer enrolled in educational programs, college or otherwise, shall be reimbursed for the course and books at 100%. Any cost for tuition and or



related supplies must fall with the \$20,000 total yearly limitation established for the entire District.

13.9a Officers attending seminars, college classes, training courses and other schools when directed by the chief to attend, shall be paid for their time at their straight time hourly rate, if such courses occur while off duty.

13.9b Any overtime that may be required as a result of an Officer attending any classes, courses or seminars shall be at straight time.

13.10 Compensatory time hours accrued by officers may be banked not to exceed thirty (30) hours. Time off may be taken at the times desired by the individual officer, provided that minimum officer coverage will be available.

13.11 Any Officer who works three (3) consecutive months commencing January 1st, April 1st, July 1st and October 1st of each year of this contract, without interruption due to illness, shall be entitled to twenty-four hours "wellness" pay during the subsequent three month period.

13.12 Direct deposit of all paychecks, in Officers option, with administrative costs borne by District.

13.13 A Deferred Compensation Plan will be offered to all Officers with administrative costs borne by District.

13.14 Each year, the senior captain will receive \$2000 in additional pay for district coverage in the absence of the Fire Chief. The overtime due under this provision shall be paid quarterly and will be prorated in the event that a senior captain is not employed by the district for an entire quarter.

Article XIV Disciplinary Proceedings

- 14.1 In the event the District proposed removal or other disciplinary action against an employee, and such action is covered by Section 75 of the Civil Service Law, the hearing upon the charges preferred against the employee shall be conducted by a single hearing officer to be selected by the Board from the existing panel established pursuant to the contract between GUFA and the Board.
- 14.2 The panel to consist of an impartial arbitrator, to be mutually agreed upon by both parties. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days, then the American Arbitration Association shall be requested to name an arbitrator under its rules and procedures.
- 14.3 The initial hearing with respect to a matter referred to in Section 13.1 shall be scheduled within eight (8) days after the employee against whom charges have been preferred has answered the charges in writing, or, if he has not submitted a written answer within that time not less than nine (9) nor more than thirteen (13) days after he was furnished with written notice of the proposed disciplinary action and reasons therefore. These time limits may be extended when necessary because of the unavailability of any panel member to serve as hearing officer.
- 14.4 Hearings shall be conducted in accordance with Section 75 of the Civil Service Law. The hearing officer shall, insofar as possible make and submit

his determination upon the charges within three (3) days after the conclusion of the hearing or hearings.

- 14.5 Any employee required by the Board of the Chief of the Department to attend a disciplinary hearing shall be paid for time so spent (rounded to the nearest full hour) at his applicable straight time hourly rate. Charged members shall not be paid for time at the disciplinary, if found guilty of at least one charge.

Article XV 207 a Procedure

- 15.1 Statement of intent. This procedure is intended to regulate, the application for, award, continuation, discontinuation and modification of benefits for the Greenville Fire District's personnel represented by Local 1586 of the IAFF Greenburgh Uniformed Fire fighter's Association, Inc. or other paid Firefighters of the Greenville Fire District (member), under Section 207a of the General Municipal Law (GML 207a). This procedure is not intended to limit, supplant eliminate, restrict or otherwise modify legal requirements, prohibitions, entitlements or rights, whether conferred by statute or case law, nor to expand in any way those requirements, prohibitions or rights to the extent that they are inconsistent with this procedure.

- 15.2 Notification of Injury or Illness. In the case of any injury or illness incurred in the performance of duty which requires medical care and treatment or which disables a member from his or her assigned duties, whether regular or light duty, shift or otherwise, the member shall immediately notify the shift officer or the Chief. The shift officer will then, prior to the end of the end of his or



her shift, prepare a written Accident/Injury report, and file same with shift report as well as the daily department log.

15.3 Application for Benefits. Application for GML 207a benefits for a member may be made by any person.

15.4 Timeliness. An application shall be deemed "untimely" unless it is made within sixty (60) days after the date of the injury or illness, or within sixty (60) days after the member discovers or should have discovered, the injury or illness, or within sixty (60) days after the member received first medical treatment of an injury or illness (whichever time period is later) about which notification was given properly under Section 2 of this procedure. The Chief may, in his or her discretion, excuse failure to make an application within the sixty (60) day period upon showing of good cause. Where the District raises an issue of timeliness, the burden of proof to show the application was made timely rests with the member.

15.5 Application Form. The application must be amended in writing on a form available from the Secretary of the Fire District. (Specimen of such form is attached hereto and made part of hereof).

15.6 Medical Examinations. After the filing of said application, the member may be required to submit to one or more medical examinations for treatment and/or evaluation, with the cost of such examinations borne by the Fire District. Nothing contained herein shall limit the members rights and privileges with respect to his or her medical treatment.

- 15.7 Initial Determination by Chief. The Chief shall have the exclusive authority to initially determine the member's eligibility for benefits under GML 207a. Prior to doing so, the Chief shall have the authority, but is not required, to conduct an investigation of the facts concerning the application and to request the release of member's past medical application and to request the release of the member's past medical record relevant to the injury or illness claimed. The Chief shall render a written decision on the application within six (6) months after receipt of all necessary information. A copy of the decision shall be mailed to the member at the address specified on the application.
- 15.8 Time Charged. Pending the initial determination by the Chief, time off from the member's work assignment shall be "unassigned sick leave". Following the Chief's determination, all time taken, including that initially charted to "unassigned sick time" shall be charged based on the Chief's determination.
- 15.9. Request for Further Evaluation by the Board. If the decision of the Chief is that the member is not eligible for GML 207a benefits, then at any time within thirty (30) days from the date such decision, the member may serve by mail or by personal service to the Fire District Secretary a written demand upon the Board of Fire Commissioners for further evaluation of the application. The demand shall contain the reasons why the member believes further evaluation of the application is necessary.

15.10 Determination by the Board. Upon receipt of a timely written demand for further evaluation of the GML 207a claim, the Board of Fire Commissioners or its designee shall obtain from the Chief all information provided in the application and all information obtained by the Chief pursuant to Section 7 of this procedure. The member may submit additional written information concerning the GML 207a application to the Board of Fire Commissioners or its designee. The board of Fire Commissioners or its designee may require the production of the additional information concerning the claim and/or may conduct an informal conference with the member or with the Chief. The Board of Fire Commissioners or its designee shall render a written decision on the GML 207a application no later than sixty (60) days after receipt of the demand.

15.11. Arbitration Shall Be as Defined in Article IX, except that the individual member demanding arbitration for 207a shall split the cost of the arbitration with the district. In addition, the individual member demanding arbitration shall bear his own attorney's cost.

15.12 Discontinuation or Modification of Benefits. The Chief may periodically review cases of members receiving GML 207a benefits for the purpose of determining whether a member continues to be entitled to such benefits, and may from time to time, require a member to submit to a physical examination by a physician. Upon receipt of a report from the designated physician that the member is able to perform the duties of his or her position or to perform



a light duty assignment, the Chief shall notify the member of a charge in status. The Chief shall cause service of a written notice of same setting forth the effective date and particulars thereof and copy of the physician certification to be made upon the member.

If the member disagrees with the notification, he or she may serve upon the Board of Fire Commissioners within thirty (30) days after the date of the Chief's notice, written appeal for review of the determination, specifying the basis for the demand. Thereafter, the member's right to review the Chief's determination shall proceed as set forth previously in Sections 9 and 10.

15.13 Severability. In the event that any portion of this procedure is found to be invalid by a decision of a tribunal or court competent jurisdiction, then such specific section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon issuance of a decision invalidating any section or portion of this procedure, either party shall have the right to reopen negotiations with respect to a substitute for such invalidated section or option of this procedure

15.14 Representation. A member at his or her own expense may have a representative of his or her choosing at any stage of this procedure.

Article XVI Taylor Law Notice

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.

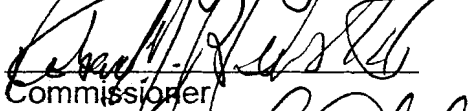
Article XVI Duration and Reopening

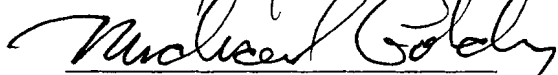
- 17.1 This contract constitutes the complete agreement between the parties.
- 17.2 The parties agree that they have fully bargained with respect to wages, hours, and other terms and conditions of employment and have settled all of same for the term of this Agreement in accordance with the terms of this contract. All the proposals made by the parties during the negotiations which preceded the execution of this Agreement and hereby dropped.
- 17.3 Unless otherwise specified in this contract, this Agreement shall be effective January 1, 2007 and shall remain in full force and effect to and including December 31, 2009, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing by certified mail, by the preceding September 1st, or any subsequent September 1st of its desire to make changes herein or to terminate this Agreement.
- 17.4 If notice is served pursuant to the preceding paragraph of this Article, the Association shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before September 1st. The Board shall specify all its proposals (both budgetary and non-budgetary items) on or before September 15th.

- 17.5 Following service of all proposals as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to those proposals.
- 17.6 If such differences are not resolved by November 1st, either party may declare in writing than an impasse exists and so inform PERB.
- 17.7 The Association's right to representation shall be governed by Article I and shall not be affected by this Article.
- 17.8 The parties agree that all terms and conditions of this contract shall remain in full force and effect pending the execution of a successive contractual agreement, should the parties be unable to execute such successor agreement prior to December 31, 2009.

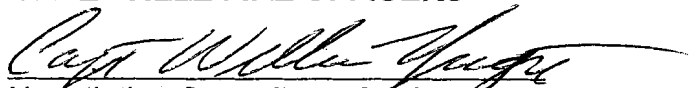
GREENVILLE FIRE DISTRICT


 Chairman Board of Fire Comm

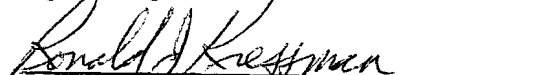

 Commissioner


 Commissioner

**GUFA IAFF LOCAL 1586
 GREENVILLE FIRE OFFICERS**


 Negotiating Committee Member


 Negotiating Committee Member


 PRESIDENT, GUFA LOCAL 1586



**GREENVILLE FIRE DISTRICT
APPLICATION FOR GML-207-A
DISABILITY BENEFITS**

NAME OF APPLICANT: _____ DATE: _____

NAME OF PARTY
SUBMITTING APPLICATION: _____ DATE: _____

IN ACCORDANCE WITH ARTICLE XIX OF THE AGREEMENT BETWEEN GREENVILLE FIRE DISTRICT AND G.U.F.A., I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING:

A. Injury sustained in the performance of duty

In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred, a brief discussion of the nature and extent of the injury, list the names and addresses of the medical care providers (including hospitals) who may have treated you to date and also include the names and ranks of any other members who may have witnessed the incident. Attach any available documents with information relevant to the injury, including a copy of the Accident/Injury Report, if any, submitted to the Chief.