

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Brighton Fire District and Brighton Professional Firefighters Association, International Association of Fire Fighters (IAFF), AFL-CIO, Local 2223 (2001)**

Employer Name: **Brighton Fire District**

Union: **Brighton Professional Firefighters Association, International Association of Fire Fighters (IAFF), AFL-CIO**

Local: **2223**

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

Expiration Date: **12/31/05**

PERB ID Number: **7151**

Unit Size: **26**

Number of Pages: **23**

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

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

7151_12312005

Brighton Fire District And Brighton
Prof'L Firefighters Assn

1198

27670

FD

FF

AGREEMENT BETWEEN
THE BRIGHTON FIRE DISTRICT
AND
THE BRIGHTON PROFESSIONAL FIREFIGHTERS ASSOCIATION

January 1, 2001 through December 31, 2005

RECEIVED

MAY 29 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1

ARTICLE 2 - PURPOSES 1

ARTICLE 3 - RECOGNITION, DUES CHECK-OFF AND AGENCY SHOP 1

ARTICLE 4 - RIGHTS OF EMPLOYEES 2

ARTICLE 5 - GRIEVANCE PROCEDURE 2

ARTICLE 6 - DISCIPLINARY PROCEDURES 5

ARTICLE 7 - TRAINING PROGRAM 5

ARTICLE 8 - RELEASED TIME 6

ARTICLE 9 - BULLETIN BOARD 7

ARTICLE 10 - SALARY 7

ARTICLE 11 - WORKING SCHEDULE 7

ARTICLE 12 - OVERTIME 8

ARTICLE 13 - OUT OF TITLE WORK 9

ARTICLE 14 - PAYDAY 9

ARTICLE 15 - DIRECT PAYROLL DEPOSIT 9

ARTICLE 16 - VACATIONS AND PERSONAL TIME 9

ARTICLE 17 - HOLIDAYS 10

ARTICLE 18 - DENTAL, HOSPITAL, AND SURGICAL INSURANCE 11

ARTICLE 19 - SICK LEAVE 12

ARTICLE 20 - FUNERAL LEAVE 13

ARTICLE 21 - UNIFORMS 13

ARTICLE 22 - RETIREMENT PLAN 14

ARTICLE 23 - SPECIAL LEAVE	14
ARTICLE 24 - RETIREMENT AGE	15
ARTICLE 25 - RULES AND REGULATION	15
ARTICLE 26 - NO WORK INTERRUPTION	15
ARTICLE 27 - RELATIONSHIP OF STATUTE TO AGREEMENT	15
ARTICLE 28 - SECTION 204 NOTICE	16
ARTICLE 29 - CIVIL SERVICE LIST	16
ARTICLE 30 - GROUP LIFE INSURANCE	16
ARTICLE 31 - JOB VACANCY	17
ARTICLE 32 - RESIDENCY REQUIREMENT	17
ARTICLE 33 - MISCELLANEOUS	17
ARTICLE 34 - TERM OF CONTRACT	18
APPENDIX A	19
APPENDIX B	20

ARTICLE 1
PREAMBLE

1.1 This Agreement entered into as of the 1st day of January, 2001, by and between the Brighton Fire District, (Hereinafter referred to as the "Fire District" or the "Board of Fire Commissioners" or the "Board" or the "District"), and the Brighton Professional Firefighters Association, Local No. 2223, I.A.F.F., AFL-CIO, Brighton, New York, (Hereinafter referred to as the "Association"). This Agreement will go into effect as provided for in Article 34 and will run through the 31st day of December, 2005.

ARTICLE 2
PURPOSES

2.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Brighton Fire District and the Brighton Professional Firefighters Association, to secure a prompt and equitable disposition of grievances, to establish fair wages, hours, and working conditions.

2.2 The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendment, modification, change or alteration shall be effective unless it is made in writing and signed by the duly authorized representatives of the parties who have executed this Agreement.

ARTICLE 3
RECOGNITION, DUES CHECK-OFF AND AGENCY SHOP

3.1 The District recognized the Association as the exclusive negotiation representative for all paid firefighters of the Brighton Fire District, excluding officers of the rank of lieutenant and above, and also excluding laborers.

3.2 The District will deduct from the pay of each firefighter covered by this Agreement, at least once per month, uniformly assessed Association membership dues and initiation fees, provided that at the time of such deductions there is in the possession of the District, a voluntarily executed and current, unrevoked, written authorization for such deduction executed by the firefighter, in the form and according to the terms of the authorization form attached hereto. Membership in the Association is not mandatory.

3.3 The District further agrees to forward such deductions together with a list of the names of the firefighters from who such deductions are made to the designated treasurer of the Association. The Association agrees to hold the District harmless from any and all liability which may arise through the implementation of this Article.

3.4 Names of the officers of the Association including the name of the treasurer of the Association, will be given in writing to the chairman of the Board of Fire Commissioners of the District within five (5) days after the Association's annual election of

officers, and such list will be kept current by the Association and any changes forwarded immediately, in writing, to the chairman of the Board of Fire Commissioners of the District.

3.5 Effective January 1, 1982, it is understood that each employee within this negotiation unit, who is not a member of the Association, shall be liable to contribute to the Association as representative costs, an amount equivalent to Association dues as are from time to time authorized, levied and collected from the general membership of the Association.

3.6 The Association shall refund to the employees any Agency Shop fees wrongfully deducted and transmitted to the Association.

3.7 The District shall not be liable in the operation of the Agency Shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Association shall agree to hold the District harmless against any claim whatsoever arising out of the deduction and transmittal of said Agency Shop fee to the Association.

3.8 The Association affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, of any Agency Shop fee which represents the employee's pro rata share of the expenditures by the of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

3.9 Any employee covered by this Agreement who terminates Association membership shall have deducted from his salary an Agency Shop fee effective on the same date on which the District gives effect to a revocation of authorization for dues deduction.

ARTICLE 4 RIGHTS OF EMPLOYEES

4.1 The District will not interfere with, restrain or coerce any firefighters because of membership in, or lawful activity on behalf of, the Association, so long as said activity does not interfere with the firefighter's duties or with the carrying out of the responsibilities of the Fire District, nor will the Fire District attempt to dominate or interfere with the Association.

4.2 The Association will not interfere with, restrain or coerce any firefighter because of membership or lack of membership in the Association.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 For the purpose of this Agreement, a grievance shall be defined as a dispute or a controversy arising out of the application or interpretation of this Agreement.

5.2 It is understood and agreed that this procedure is not applicable to matters which are reviewable under administrative procedures established by law or under the rules of the Civil Service Commission having the force and effect of law.

5.3 It is further understood and agreed that only one grievance procedure may be pursued and that once a procedure is commenced any other procedure is not available.

A. An employee desiring to present a grievance shall first take up the matter with his immediate superior officer as promptly as possible, but in no event later than five (5) calendar days, excluding Saturday, Sunday, and holidays, after his knowledge of its occurrence. The superior officer shall then discuss the matter with the employee and answer the grievance as soon as possible, but no later than five (5) calendar days, excluding Saturday, Sunday, and holidays, from the commencement of the next ensuing duty, trick or shift of the employee.

If a grievance directly effects more than one member of the bargaining unit it may be submitted at the third step of this procedure provided it is signed by one or more of the unit members effected, and meets the time limit provided for above.

B. If the grievance is not satisfactorily resolved through discussion with his immediate superior officer, then not later than five (5) calendar days, excluding Saturday, Sunday, and holidays, after the immediate superior officer has given his answer, or the time has elapsed for giving such answer, whichever occurs first, the employee shall discuss the matter with his next superior officer who shall deal with the grievance and answer it as promptly as possible but not later than five (5) calendar days, excluding Saturday, Sunday, and holidays, from the commencement of the next ensuing duty, trick or shift of the employee.

At present the next superior as mentioned in this paragraph will be the captain or acting captain. In the event that said next officer is absent from duty on vacation for a period of fourteen (14) consecutive days or more at the time that the employee is to discuss the matter as provided in this Article, then the employee shall discuss the matter with the Chief as provided in paragraph "3" hereof.

C. If the grievance is not satisfactorily resolved through discussion at 1 or 2 above, then within five (5) calendar days, excluding Saturday, Sunday, and holidays, after the next superior officer has given his answer or the time has elapsed for giving such answer, whichever occurs first, the employee shall discuss the matter with the Chief who shall deal with the grievance and answer it as promptly as possible but not later than five (5) calendar days, excluding Saturday, Sunday, and holidays, from the commencement of the next ensuing duty, trick or shift of the employee.

D. If the grievance is not satisfactorily resolved in 1, 2, or 3 above, then within five (5) calendar days, excluding Saturday, Sunday and holidays, after the Chief has given his answer or the time has elapsed for the giving of such answer, whichever occurs

first, the employee, or the Associations representative, shall submit the grievance to the Board of Fire Commissioners. The Board or its designee shall set a time, not later than two (2) weeks after receipt of the grievance by the Board at this step, and place at which the Board or its designee shall hear the grievance and any persons relating to it. Thereafter, but not later than five (5) calendar days after the hearing, the Board or its designee shall render a decision.

E. If the grievance is not satisfactorily resolved by the Board or its designee, then within five (5) days the unresolved grievance shall be submitted to arbitration in accordance with the following procedure:

1. Within five (5) calendar days, excluding Saturday, Sunday and holidays, after arbitration has been requested, the parties may select an arbitrator by mutual agreement. If the parties cannot mutually agree upon an arbitrator, they shall jointly request the American Arbitration Association to submit a list of nine (9) names from whom the arbitrator will be chosen, within (5) days after receipt of the list, by each party alternately striking one (1) name from the list until one (1) name remains who shall be designated as arbitrator. The right to strike the first name shall be determined by lot.
2. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.
3. No decision of an arbitrator shall create the basis for retroactive adjustment in any case except the case then in arbitration.
4. No arbitrator shall decide more than one (i) grievance on the same hearing or series of hearings except by mutual agreement between parties.
5. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

F. All grievances at each step shall be submitted in writing and shall be answered in writing. All grievances shall be delivered by the aggrieved party personally to the officer, Chief or Board member as appropriate, pursuant to the foregoing procedures.

G. It is understood that a representative of the Association may participate in any step of the foregoing procedure to assist or counsel with the employee, unless the employee requests no representation by, or assistance from, the Association.

ARTICLE 6
DISCIPLINARY PROCEDURES

6.1 The Fire District shall have the right and responsibility to maintain efficiency, administer discipline and to hire, and terminate, discharge, or layoff firefighters for just cause and to review the performance of each firefighter.

6.2 It is agreed that the foregoing shall be in accordance with the Fire District's written Rules and Regulations as amended from time to time.

6.3 When a performance review is completed, it shall be shown to, and reviewed with, the subject firefighter. The firefighter shall not be given a copy of it, but he shall be asked to comment on the report and his comments shall be added to it. The firefighter will sign the review only to indicate that he knows its content and that his comments are his.

6.4 The Captain may recommend to the Fire District's Board of Fire Commissioners the reprimand and/or suspension, or other appropriate disciplinary action, or any paid firefighter covered by this Agreement, when, in his judgment, such action should be taken, and he shall report his recommendations to said Board in writing as soon as possible.

6.5 Should the Fire District or its officers feel an interview, interrogation or informal hearing be necessary to review the conduct of any member of this unit, said member shall have the right to union representation throughout said interview, interrogation or informal hearing. The cost of such union representation shall be the obligation of the Association or the individual and shall not be a responsibility of the Fire District. Nothing contained herein will apply to verbal reprimands administered by the Captain or Acting Captain. Should a unit member request union representation as provided herein, a reasonable amount of time shall be allowed to obtain such representation, but this shall not delay the interview, interrogation or informal hearing.

6.6 Whenever a counseling memorandum or other document critical of the performance or conduct of a firefighter is added to an individual's personnel file, the firefighter shall be provided with an opportunity to review the document, and he may provide a written response, which shall be maintained in his file.

ARTICLE 7
TRAINING PROGRAM

7.1 The Fire District hereby agrees to establish a training program, wherein the paid firefighter will receive on-the-job training. Paid firefighter are required to attend all training sessions conducted in or about any firehouse during their trick, unless specifically excused by the officer of training then in charge. Such training shall take place in the following areas: pumper and ladder truck instruction, fire prevention and inspection,

pre-planning fire attacks, fire attacks strategy and any other subject prescribed by the Chief following consultation with the coordinator of training who will be one of the paid officers who shall be appointed by the Board and who will communicate with the Association training members.

7.2 If the Association Training Committee wishes to make suggestions to the Captain concerning the training program, including its planning and coordination, for the following year, it must make those suggestions known to the Captain by not later than November 1. The Captain shall discuss these suggestions with the Association Training Committee by not later than December 1.

7.3 Firefighters may attend special seminars and special training offered by competent persons in firefighting fields and may request to attend classes at the New York State Training Academy at Montour Falls, New York. The Commission agrees to provide sufficient funds, within the current budget, for the costs of such training. The Commission shall have the final authority to determine who shall go to such training programs, how many firefighters shall go, when those firefighters shall go and which courses shall be deemed appropriate.

7.4 Subject to the approval of the Board of Fire Commissioners as to the course, its costs and the times when the course meets, the Fire District will pay for the cost of tuition, required books and fees, for firefighters attending and successfully completing courses relating to fire science. Such money shall be paid at the completion of each semester's work upon presentation of evidence of successful completion. Any books, materials, etc. purchased for any of the courses described above shall become and remain the property of the Fire District. Said books and materials will be kept at No. 1 house. The Fire District shall purchase such books and materials as are required for the course.

ARTICLE 8 **RELEASED TIME**

8.1 The President of the Association will be granted up to seven (7) work days leave of absence to attend state or national firefighters conventions or seminars. The first two (2) such days of leave will be paid at the President's regular rate of pay and may be taken only by the President. The last five days will be unpaid days and may be taken by the President or, his designee. Such leave days will be mutually agreed upon by the President of the Association and the Captain or the Director of Personnel.

8.2 In no event will the President seek such leave days off with less than five (5) days notice to the Captain or Director of Personnel. If there are not enough paid personnel to drive the apparatus then the President will get a substitute for the two paid days. If the shift is not short, no substitution will be necessary for these days. However, the President or his designee will supply a substitute for all of the remaining five (5) unpaid days.

ARTICLE 9
BULLETIN BOARD

9.1 The Fire District will furnish one (1) bulletin board in the firefighters' bunk room, in each firehouse, for the posting of Association notices and related matters.

ARTICLE 10
SALARY

10.1 All firefighters in the negotiation unit shall receive an annual increase effective January 1, 2001, January 1, 2002, January 1, 2003, January 1, 2004 and January 1, 2005 in accordance with the attached Appendix A and Appendix B.

ARTICLE 11
WORKING SCHEDULE

11.1 The basic work schedule for paid employees shall be a four (4) platoon, ten-hour work day - fourteen-hour work night. The Board of Fire Commissioners will prepare a work schedule, but under extreme emergency conditions the basic work schedule can be altered by the Fire District. Once the emergency has been alleviated, the basic work schedule will be restored immediately. Employees shall work an average of forty-two hours per week.

11.2 In order to provide increased coverage during weekdays, and allow further work opportunities for firefighters, the District is authorized to implement the following system:

A. A calendar will be provided to the Association not later than the fifteenth of each month preceding any month for which the District is seeking firefighters to fill weekday assignments on their regular days off. This calendar shall designate those days for which assignments are available.

B. The assignments will be for not less than 8 nor more than 10 hours between 7 a.m. and 6 p.m., Monday through Friday only.

C. The Association, in consultation with the Captain or scheduling Lieutenant, will be responsible for filling the available assignments and returning the completed calendar to the District by the 25th of the month. If there are to be any switches from the firefighter identified on the calendar, the District shall be notified as far in advance as possible, but at least 72 hours before the assigned shift, except in case of illness.

D. The firefighter actually working the straight day assignment will receive straight time pay (annual salary divided by 2,184) for the hours worked.

E. All contract requirements, including the limit on back to back shifts, will be applicable to this work.

F. A firefighter shall not be eligible for an assignment if it would result in overtime (total working time in excess of 212 hours in a 28 day period).

11.3 Notwithstanding the foregoing, if the District determines, after prior consultation with the Association, that the above system for having firefighters work straight day shifts on their regular days off does not meet the needs of the District, it may appoint one firefighter to a "straight days" assignment, which shall consist of a Monday through Friday daytime work schedule (between the hours of 7:00 a.m. and 6:00 p.m.), averaging 42 hours per week, with work schedules being prepared in advance of each month, which schedule may be modified due to the needs of the District. The initial appointment and any subsequent vacancy shall be posted and made available to unit members on the basis of seniority. A firefighter appointed to "straight days" shall remain in this assignment unless and until either (a) the firefighter switches with another unit member who volunteers for the assignment, or (b) the firefighter fills a vacant position in one of the groups on rotation. (A firefighter returning from "straight days" to rotation will have his fringe benefits and other conditions of employment pro-rated on an equitable basis.) Vacation selection will require advance approval, but shall not be considered with respect to the vacation limitations for firefighters on rotation, except as may be appropriate to avoid manpower shortages. The "straight days" firefighter shall not be entitled to holiday pay, but shall receive the time off without loss of salary for those holidays listed in Article XVII which actually fall on a weekday (Monday through Friday, Monday holidays included). The "straight days" firefighter shall not be eligible for special leave under Article XXIII, nor shall he be allowed to work for a firefighter requesting such leave, except in the sole discretion of the District.

ARTICLE 12 **OVERTIME**

12.1 All overtime will be compensated at time and one-half based upon the requirements to pay overtime which are now in effect or promulgated during the term of this Agreement by the U.S. Department of Labor under the FLSA, and which apply to firefighters.

12.2 Payment for such overtime will be made within thirty (30) days following the date on which the overtime is worked.

12.3 All firefighters covered by this Agreement who are called back to duty after the normal shift will be paid a minimum of four (4) hours pay at the rate applicable to such individual's hours that is straight time or time and one half as required by the overtime requirements referred to above.

ARTICLE 13
OUT OF TITLE WORK

13.1 When any paid employee is assigned by the Captain or the Director of Personnel to work out of title as a Lieutenant, he shall be compensated for working in that position on that day at the rate of twenty dollars (\$20.00) per day trick and twenty eight dollars (\$28.00) per night trick over his regular pay, it being understood that such pay may or may not be available in the same pay period as his regular pay, provided, however, that such payment must be paid within the next succeeding pay period.

ARTICLE 14
PAYDAY

14.1 Firefighters will be paid every two (2) weeks, and pay day will occur on Thursday with firefighters' checks being deposited to their accounts not later than twelve noon of said day. It is understood and agreed there shall be a one (1) week lag in payment.

ARTICLE 15
DIRECT PAYROLL DEPOSIT

15.1 The District will deposit each firefighter's pay in his personal account, at any mutually agreeable bank.

ARTICLE 16
VACATIONS AND PERSONAL TIME

16.1 Vacation allowance shall be governed by the vacation rules and regulations. Vacation allowance shall be governed by the provisions of the rules and regulations of the Brighton Fire District effective and in force as of July 2, 1997, as to vacations. It being understood that one (1) week of vacation time shall consist of no more than forty-four (44) hours; two (2) weeks of vacation time shall consist of no more than eighty-six (86) hours if taken consecutively and no more than eighty-eight (88) hours if taken non-consecutively; three (3) weeks of vacation shall consist of no more than one hundred thirty (130) hours if taken consecutively and no more than one hundred thirty-two hours (132) if taken non-consecutively; and four (4) weeks of vacation time shall consist of no more than one hundred sixty-eight (168) hours if taken consecutively and no more than one hundred seventy-six (176) hours if taken non-consecutively.

16.2 Only one employee from each trick or shift shall be allowed to be on vacation at any one time, not including officers of the rank of Lieutenant or Captain. An employee being defined for this purpose as a firefighter and/or laborer. An employee's eligibility for vacation time shall be calculated from that employee's original date of hire in the District, excluding any intervening period of time during with the employee was not employed by the District.

16.3 Vacation allowance shall be set forth in this Article.

A. An eligible employee is defined as a paid employee of the District who has completed one or more years of continuous service.

B. To be eligible to take vacation, an eligible employee must have completed one or more years of continuous service by the annual anniversary of his/her employment by the District, which shall be called the eligible date.

C. Upon attaining the status of eligible employee, such employee shall be credited with two (2) weeks of vacation annually, providing the employee has worked for the District continuously for a period of at least one (1) year and not more than five (5) years after the eligible date.

D. If an eligible employee has worked for the District for a period of five (5) years but less than fifteen (15) years, the employee shall be entitled to three (3) weeks vacation annually.

E. Eligible employees who have completed eleven (11) years of service shall be entitled to an additional ten (10) hours (one day trick) of vacation, as well as an additional ten (10) hours each after the twelfth, thirteenth and fourteenth year of completed service. After the fifteenth completed year of service, eligible employees shall be entitled to four (4) weeks of vacation annually.

F. Employees with three (3) or four (4) weeks of vacation may utilize one (1) week in single ten or fourteen hour shift increments, not to exceed forty-four (44) hours for the week taken as single shifts.

16.4 Beginning January 1, 2002 all firefighters will be granted 38 hours per year (2 nights/1 day) of personal time. Beginning January 1, 2005, 48 hours (2 nights/2 days) will be allowed. These days will be scheduled immediately following the vacation pick and the Special Leave requirements of Article 23 will apply.

16.5 All requests for vacations and personal time shall be in by November 1, of the year preceding that which the vacation or personal time is to be used. The vacation committee and lieutenant in charge of vacations and personal time will then have two (2) weeks from that date to assemble and issue a calendar.

ARTICLE 17

HOLIDAYS

17.1 Employees, who as of the first pay period in December of each year of this contract have completed twelve (12) consecutive months or more of employment by the District, shall be eligible for payment for twelve (12) holidays. Employees who as of the first pay period in December of each year of this Agreement have been employed by the District

for less than twelve (12) consecutive months shall be eligible to receive pay for those holidays which fell during that employee's period of employment by the District. In the first pay period in December, employees will be paid at their applicable rate in lieu of time off, for the appropriate holidays pursuant to this Article. For the purposes of this Article, the holidays shall be as follows: Christmas Day, New Years Day, Lincoln's Birthday, Washington's Birthday, St. Patrick's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, and Thanksgiving Day, making a total of twelve (12) paid holidays.

17.2 Holiday pay is to be figured on each firefighters yearly earnings divided by fifty-two (52) weeks, to ascertain a week's pay. A week's pay is to be divided by forty-two (42) hours to determine the hourly wage. The hourly wage is then to be multiplied by eight (8) hours for holiday pay and then multiplied by the appropriate number of holidays for the year as determined by this Article.

ARTICLE 18
DENTAL, HOSPITAL, AND SURGICAL INSURANCE

18.1 Dental Insurance (Active firefighters). The District will pay 80% and the firefighter will pay 20% of the full cost of the appropriate (Individual, Family) plan of the Blue Cross/Blue Shield Smile Saver Plan Option I.

18.2 Health Insurance (Active firefighters). The District will provide the stated caps of the appropriate (Individual, Family, Family no Spouse, two person) plan of the Blue Choice Select Extended with Vision & Eyewear Riders. The firefighters may select any traditional Blue Cross/Blue Shield plan or any HMO plan offered in the community but the District's contribution to such plan will be limited to the cost and cap of the Blue Choice Select Extended with Vision & Eyewear Plan. Any firefighter contribution to the cost of the plan selected will be deducted from the salary of the firefighters from each regular paycheck provided the firefighter has elected to participate in this insurance by executing a payroll deduction authorization card.

Below are monthly Medical Caps.

<u>Year</u>	<u>Individual</u>	<u>Two Person</u>	<u>Family No Spouse</u>	<u>Family</u>
2000	163.00	360.00	406.00	422.00
2001	- Premium increases above 2000 caps to be split 50/50 between District and firefighter			
2002	168.00	371.00	418.00	435.00
2003	173.00	382.00	431.00	448.00
2004	178.00	393.00	444.00	461.00
2005	183.00	405.00	457.00	475.00

Any premium increases above caps in 2002, 2003, 2004 and 2005 will be shared evenly (split 50/50) between the District and firefighters. The 2005 cap on District contributions will remain until a new agreement is negotiated.

18.3 Retirees under age 65 as of January 1, 1995: All firefighters eligible to retire under section 384 F, G, H or 375 E, G, J of the Retirement System shall have a Individual plan of Blue Choice Select Extended with Vision & Eyewear provided at 100% of full cost by the District excluding dental.

18.4 The retiree may select any other traditional Blue Cross/Blue Shield Plan or HMO currently available in the community but any cost over the Blue Choice Select Extended with Vision & Eyewear will be paid by the firefighter.

18.5 Retirees age 65 and over as of January 1, 1995: All retired firefighters 65 years old and older shall have an individual plan of Blue Cross/Blue Shield PIP excluding dental. The Brighton Fire District will pay 100% of the premium.

18.6 These retirees may select any other Blue Cross/Blue Shield "over sixty-five" plan. The Brighton Fire District will pay 100% of its cost up to the maximum of the amount the Brighton Fire District would pay for the Blue Cross/Blue Shield PIP plan described in the paragraph above.

18.7 Flexible Spending Accounts. The District agrees to offer a flexible spending account program for health care and dependent care.

18.8 Health Care. Each firefighter may set aside up to \$2000.00 per year from their wages to the health care account.

18.9 Dependent Care. Each firefighter may set aside an amount from their wages up to the maximum allowed by the IRS code.

ARTICLE 19

SICK LEAVE

19.1 Sick leave for service-connected conditions shall be granted to all firefighters in accordance with the rules and regulations of the District.

19.2 Sick leave for non-service-connected conditions shall be provided for up to a maximum of six (6) months with full pay. If the firefighter's non-service-connected condition exists beyond six (6) months, such employee shall receive one-half (1/2) pay for up to six (6) additional months. If the non-service-connected condition continues beyond twelve (12) consecutive months, any additional leave shall be at the discretion of the Commission. The foregoing benefit shall only be available to firefighters hired before October 1, 2000 or those with five or more completed years of service for the District. Firefighters hired on or after October 1, 2000 with less than one year of service shall be

entitled to fifteen days or nights of sick leave. Firefighters hired on or after October 1, 2000 with between one and five years completed service shall be entitled to three (3) months at full pay and three (3) months at half pay as sick leave.

19.3 Any firefighter who has exhausted his allowable sick leave will not be entitled to a new paid allotment until he has been re-employed on active duty for a period of one year.

19.4 It is understood and agreed that each firefighter who is on sick leave for a period of four (4) time blocks (days and nights), whether service or non-service connected, shall provide the District's Director of Personnel with a doctor's certificate, as may be requested by the District. The firefighter shall also be required to report to the District's physician for an examination.

ARTICLE 20 **FUNERAL LEAVE**

20.1 In the event of a death in the firefighter's immediate family, the firefighter shall be allowed time off with pay for those days in which he has been scheduled to work, from the day of death through the day of interment. Immediate family shall mean spouse, child, parent, brother or sister, and, in the event he attended the funeral, mother-in-law, father-in-law, sister-in-law, brother-in-law, and for grandmother and grandfather for the day of the funeral only.

ARTICLE 21 **UNIFORMS**

21.1 The District will continue the practice of providing work uniforms for paid firefighters and agrees that newly hired firefighters will be issued their uniforms from the day they start employment and agree that such issue shall include three (3) long sleeve shirts, three (3) short sleeve shirts, and three (3) pair of work pants, one (1) tee shirt, (to be worn per "Rules and Regulations") one (1) sweatshirt, (for nighttime response) one (1) dress hat and one (1) District hat badge with number.

21.2 Replacement for worn and permanently soiled work uniforms shall be made promptly after inspection by the Group Officer or Paid Captain to maintain the allotted issue as provided in this Article. Before a replacement garment is issued, the worn or soiled uniform shall be turned in to the Group Officer or Paid Captain.

21.3 Whenever possible, work uniform replacements shall be 100% cotton, fire retardant treated.

21.4 The District shall continue to issue and replace as needed the following items: One (1) windbreaker, one (1) turnout coat one (1) helmet, one (1) pair of work gloves, one

pair of bunker boots and pants. Turn-out gear shall equal or exceed the minimum NFPA standard No.1971.

21.5 Firefighters agree to maintain and properly clean the above issued materials.

21.6 While on duty firefighters shall wear the issued uniform as their outer garment.

21.7 The District badge or patch shall not be worn on personal clothing.

21.8 Upon leaving the employ of the District, the firefighter shall return all of the above listed items which have been issued to that firefighter.

ARTICLE 22 **RETIREMENT PLAN**

22.1 The retirement plan now in effect under the New York State Policemen's and Firemen's Retirement System shall be continued, which is provided for under Sections 360b; 375e, g, and j; 384f, g, h of the New York State Retirement and Social Security Law.

22.2 With respect to the Section 360b benefit, the District shall contribute, up to a maximum aggregate for the unit a maximum of eight hundred (\$800.00) dollars per calendar year. Any aggregate premium amount which exceeds the maximum for any one or more of these years shall be distributed among all of the negotiation unit members who shall contribute equally for any such coverage to the District.

ARTICLE 23 **SPECIAL LEAVE**

23.1 Any paid firefighter may, with the approval of his Group Lieutenant, be granted special leave without pay for up to eight (8) days on which he is able to secure another paid firefighter to work in his place, provided that:

A. Such substitution is in rank;

B. Such substitution does not impose any additional cost in moneys or time upon the District;

C. The Group Lieutenant is notified seventy-two (72) hours in advance of the substitution, except in case of emergency;

D. The Paid Captain and Director of Personnel are notified by the Group Lieutenant as soon as practicable of the substitution;

E. All pay-backs of substituted days will be made in the same calendar year in which the substitution occurred;

F. An employee will be allowed to take an earned but unused vacation day as long as not more than one man is off from the trick;

G. No firefighter shall work more than an aggregate total of eight (8) days during any one (1) calendar year for any one (1) or more firefighters; and

H. An employee shall be permitted to utilize two (2) of his eight (8) switch days on a twenty-four (24) hour (back to back) basis.

ARTICLE 24 **RETIREMENT AGE**

24.1 It is understood and agreed that the mandatory retirement age for the employees of the District shall be subject to the applicable federal and state statutes.

ARTICLE 25 **RULES AND REGULATIONS**

25.1 The Board of Fire Commissioners retains the sole discretion to adopt rules and regulations for the operation and administration of the District. The Board further retains the sole discretion to amend, modify or delete such rules and regulations from time to time. Such rules and regulations shall not contravene the specific language of any article or section of this Agreement.

25.2 Before adoption of a new or revised rule or regulation, the Association President shall be provided with a copy of the proposed rule or regulation and shall be given a reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment, however, will not in any way impair the Districts unilateral right to implement the new or revised rule or regulation.

ARTICLE 26 **NO WORK INTERRUPTION**

26.1 During the term of this Agreement there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of firefighters or employees of the Fire District.

ARTICLE 27
RELATIONSHIP OF STATUTE TO AGREEMENT

27.1 The Fire District shall maintain all the powers and duties accorded to it under Town Law Article XI, as amended from time to time, and in the event of any conflict between said Article or any other statute and the provisions of this Agreement, then the statute shall prevail, except that with respect to matters having to do with the individual relationship of a firefighter either individually or under a firefighter organization, to the Fire District, as an employer, the provision of this Agreement shall prevail.

27.2 It is agreed that this Agreement may only be modified by a written amendment, voluntarily accepted by the parties to this Agreement, and executed by their representatives.

ARTICLE 28
SECTION 204 NOTICE

28.1 IT IS AGREED BY AND BETWEEN THE PARTIES 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 29
CIVIL SERVICE LIST

29.1 The District agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule an examination for the ranks of paid firefighters, fire lieutenant, and fire captains so that a list for each position will be available through the period of this Agreement.

29.2 If a duty officer will be off duty for any reason during the period of this Agreement, a firefighter shall be appointed to act in his place pursuant to Article XIII. Said acting officer shall be taken from the current list for fire lieutenant. In the absence of such a list, the senior firefighter on duty shall be the acting officer.

29.3 The minimum service requirement as prescribed by the New York State Civil Service Commission shall be the only time and grade requirements for eligibility to take promotional examinations during the length of this Agreement.

ARTICLE 30
GROUP LIFE INSURANCE

30.1 Within two weeks after receipt of a validated invoice from a life insurance carrier selected by the Association, the selection verified by the President of the Association, the District will pay to that Company an amount up to \$4,000.00 per contract year toward the purchase of a group term life insurance policy.

30.2 The District bears no responsibility whatsoever for the purchase, interpretation, etc. of that policy. The District's only responsibility will be the payment of up to \$4,000.00.

ARTICLE 31
JOB VACANCY

31.1 Should a vacancy occur within the negotiation unit, and the District does not fill the vacancy from within the group in which the vacancy occurs, such vacancy shall be made known to other groups through a posting process in each firehouse. Any firefighter may apply in writing, within three (3) days of the date of posting, for consideration in filling the vacancy.

31.2 Such applications will be taken into consideration by the District. The District, however, reserves the sole right to the final determination as to who will fill the vacancy. Such determination will not be subject to the grievance procedure.

ARTICLE 32
RESIDENCY REQUIREMENT

32.1 It is understood and agreed that all probationary employees with less than 1 year of service shall, as a condition of original and continued employment, maintain a permanent residence and domicile within a radius of 22 miles of the Twelve Corners in the Town of Brighton, Monroe County, State of New York.

32.2 All permanent firefighters shall be required to maintain a residence within the six-county area of Monroe, Wayne, Ontario, Livingston, Genesee and Orleans, in the State of New York. The employment of any permanent fireman shall terminate upon his ceasing to reside within the six-county area mentioned in the preceding sentence.

32.3 Any employee who changes his place of residence must give prior written notice to the Board of Fire Commissioners of his new address and telephone number.

ARTICLE 33
MISCELLANEOUS

33.1 The District will provide PSA testing for firefighters over forty-five (45) years of age during physicals, and will also provide TB testing if requested by the employee.

33.2 The District will establish pre-tax payroll deductions for eligible employees who wish to enroll in the AFLAC cancer coverage, the full cost of which shall be paid by participating employees. There shall be one open enrollment period each year for this coverage.


33.3 The District will prepare and supply to the Association a written protocol for when firefighters are to be assigned as Acting Lieutenants, and for when firefighters will be assigned to dispatching duties, with the intent of avoiding prolonged assignments.

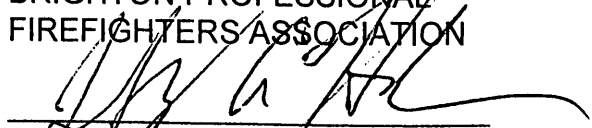
33.4 The District will amend its written regulations and procedures to reflect the fact that firefighters are required to obtain and maintain the CFR-D certification, since higher certifications, such as EMT or Paramedic, are not required by the District.

33.5 The parties agree to develop an acceptable Christmas rotation program so that firefighters will be able to enjoy the Christmas holiday every other year (two groups in one year and the other two groups in the next).

ARTICLE 34
TERM OF CONTRACT

34.1 The provisions of this Agreement shall become effective January 1, 2001, and shall continue in full force and effect until midnight, December 31, 2005, and, unless written notice is given at least one hundred twenty (120) days but no more than one hundred fifty (150) days prior to September 15, 2005, by either party, requesting a change or termination of the same, this Agreement shall continue in effect from year to year until such notice is given at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to the 15th day of September of any subsequent year.

BRIGHTON FIRE DISTRICT
By: 
Richard Garrett, Jr., Chairman
Board of Fire Commissioners

BRIGHTON PROFESSIONAL
FIREFIGHTERS ASSOCIATION
By: 
Jeffrey Hahn, President
Brighton Professional
Firefighters Association

Date: 5/9/01

Date: May 15, 2001

APPENDIX A

WAGE SCALE

For Employees Hired Before January 1, 1986

Years of Service	2001	2002	2003	2004	2005
15-19 Years	50,801	51,563	52,940	54,348	55,794
20-24 Years	51,245	52,014	53,402	54,823	56,281
25 Years	51,337	52,107	53,498	54,921	56,382

The above figures do not include Holiday Pay,
except for a straight days firefighter.

Any employee hired on or after January 1, 1986, will be paid
according to attached wage scale Appendix B.

APPENDIX B

WAGE SCALE

For Employees Hired After January 1, 1986

	2001	2002	2003	2004	2005
Starting	36,385	36,931	37,917	38,926	39,961
1 Year	38,258	38,832	39,869	40,929	42,018
2 Years	40,146	40,748	41,836	42,949	44,091
3 Years	42,023	42,653	43,792	44,957	46,153
4 Years	43,903	44,562	45,751	46,968	48,218
5 Years	45,784	46,471	47,712	48,981	50,284
6-9 Years	49,462	50,204	51,544	52,915	54,323
10-14 Years	49,906	50,655	52,007	53,390	54,811
15-19 Years	50,357	51,112	52,477	53,873	55,306
20-24 Years	50,801	51,563	52,940	54,348	55,794
25-29 Years	51,245	52,014	53,402	54,823	56,281
30+ Years	51,337	52,107	53,498	54,921	56,382

The above figures do not include Holiday Pay, except for a straight days firefighter.