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Contract Database Metadata Elements

Title: **Scotia, Village of and Scotia Permanent Firemens Association, International Association of Firefighters (IAFF), AFL-CIO, Local 842 (1998)**

Employer Name: **Scotia, Village of**

Union: **Scotia Permanent Firemens Association, International Association of Firefighters (IAFF), AFL-CIO**

Local: **842**

Effective Date: **06/01/98**

Expiration Date: **05/31/01**

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Scotia, Village Of And Scotia
Permanent Firemens Assn Local 842

**MEMORANDUM OF AGREEMENT
VILLAGE OF SCOTIA and
PERMANENT FIREMEN'S ASSOCIATION
6/01/98 - 5/31/01**

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The following agreement shall amend the collective bargaining agreement between the Village of Scotia and the Scotia Permanent Firemen's Association, Local 842, IAFF, AFL-CIO, which expired May 31, 1998.

This new agreement shall commence retroactively to June 1, 1998, and all the terms herein shall be retroactive in all respects unless otherwise provided herein. *checks shall be issued within thirty days of the signing of this agreement*
Both parties shall recommend this agreement to their respective constituencies *retroactive agreement*

consistent with the requirements of the Taylor Law: 2000-2001

The parties agree as follows:

1. Terms of Agreement:

The parties agree to a three (3) year contract expiring on May 31, 2001.

2. Commencing June 1, 1998, for each of the contract years

employees shall receive a salary increase as follows:

1998-1999	2.7%
1999-2000	2.9%
2000-2001	2.9%

3. *Article V Section 2 shall be deleted in its entirety and*
ARTICLE V Section 5, Recall shall be amended as follows:

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

RECEIVED shift, the employee recalled shall be chosen from the platoon next scheduled

OCT 26 2000

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 firefighter/officer's absence, or ~~special~~ ^{unacknowledged} 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 hours worked. Any part of an hour shall be equal to an hour.

C. All career personnel are requested to respond to all Code 35 calls on a 24 hour basis. 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.

The rest of Article V shall remain unchanged.

4. ARTICLE VI, Section 1(b). EMT Salary Supplement shall be

amended as follows:

1. Any employee of the Village of Scotia Fire Department who has completed emergency medical technician training shall receive a salary supplement of \$750.00 per annum in addition to the employee's designated base salary as is set forth in the above referenced Schedule "A". ~~Such salary supplement shall be in lieu of compensation for EMT recertification training, provided, however, if the State or Village requires an increase in the level of responsibility and/or training higher than the current training required (EMT-D),~~

then such additional responsibility or training shall be compensated pursuant to Commencing September 1, 1999 and each Sept. 1 thereafter, REMO qualified on-line Section 3, Overtime, herein. Any member who is currently certified as an

intermediate shall receive an ~~additional~~ annual salary supplement of \$1,750.00.

Upon achieving the intermediate status and going "on-line as an intermediate, the A \$1,000.00 one time bonus for the six (6) current employees that have received their Intermediate Certificates shall be paid immediately upon signing of the agreement.

~~employee shall receive a one time only bonus of \$1,000.00.~~ All members who carry a current New York State paramedic certification shall receive an annual \$2,500.00 supplement to salary, which shall commence when the Village of Scotia Fire Department is certified to deliver Paramedic level care

5. ARTICLE VIII, Holidays, shall be amended as follows:

Effective January 1, 2000

A. The Village shall recognize the following days as holidays:

- New Year's Day
- Presidents' Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

6. ARTICLE XI, Section 1. Vacation shall be amended as follows:

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 rescheduled dates of the 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 rescheduled vacation dates.

7. ARTICLE XI, Section 2 shall be amended by the addition of the following paragraphs:

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

recertification at current levels -

**Scotia Permanent Firemen's Association
Salary Schedule**

Increase		2.70%	2.90%	2.90%
Fiscal Year	6/97-6/98	6/98-6/99	6/99-6/00	6/00-6/01
Entry Level	\$26,713	\$27,434	\$28,230	\$29,049
Step one	\$28,700	\$29,475	\$30,330	\$31,209
Step two	\$30,687	\$31,516	\$32,429	\$33,370
Step three	\$32,675	\$33,557	\$34,530	\$35,532
Step four	\$34,667	\$35,603	\$36,635	\$37,698
Step five	\$36,649	\$37,639	\$38,730	\$39,853
Lieutenant	\$38,772	\$39,819	\$40,974	\$42,162
Captain	\$40,900	\$42,004	\$43,222	\$44,476

be contacted
C. Personal time shall be approved by the Chief. If the Chief ~~is not~~ ^{can not} available for emergency leave requests, requests shall be made of 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.

8. ARTICLE XIII Clothing Allowance shall be amended as follows:
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...

9. ARTICLE XV, shall be amended by the addition of the following paragraphs:

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

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 hours, members' shift work may be rescheduled on a case by case basis, with the agreement of the Chief, Union and the employee.

10. New Article

A. Employees shall perform all necessary laundry service 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.

11. New Article

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}

12. The parties agree that there shall be no waiver of the right to negotiate transportation / ambulance service based upon the parties hereto having failed to reach agreement on specific language pertaining thereto, ^{based upon the 1998-2001 contract negotiations}

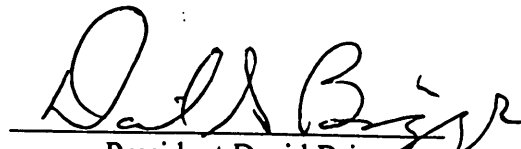
IN WITNESS WHEREOF, the parties' representatives have executed this agreement this 3 day of June, 1999.

For the Village:



Mayor Michael McLaughlin

For the Association:



President David Briggs

COPY

**MEMORANDUM OF AGREEMENT
VILLAGE OF SCOTIA and
SCOTIA PERMANENT FIREMEN'S ASSOCIATION
6/01/95 - 5/31/98**

The following agreements shall amend the collective bargaining agreement (effective dates June 1, 1989 - May 31, 1992) and the prior memorandum of agreement (effective dates June 1, 1992 - May 31, 1995) between the Village of Scotia and the Scotia Permanent Firemen's Association, Local 842, IAFF, AFL-CIO, which expired May 31, 1995.

This new agreement shall commence June 1, 1995 and all the terms herein shall be retroactive in all respects unless otherwise provided herein.

Both parties shall recommend this agreement to their respective constituencies consistent with the requirements of the Taylor Law.

The parties agree as follows:

1. ARTICLE V, Work Week and Work Day, Section 1 shall be amended by the deletion of the second and third paragraphs of that section. The first and last paragraphs shall remain unchanged.
2. ARTICLE V, Work Week and Work Day shall be amended by the addition of a new Section 6 as follows. The remaining paragraphs shall be renumbered accordingly.

Section 6. 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.

3. ARTICLE V, Work Week and Work Day shall be amended by the addition of a new Section 8 at the end of that article as follows:

Section 8. Shift Reassignment. Should any firefighter be out for thirty (30) or more successive calendar days due to injury, illness or extended

absence, the Village may, effective on the thirty-first (31st) day, reassign any firefighter working 8:00 a.m. - 4:00 p.m. to the firefighter's shift which is vacant due to said injury, illness, or extended absence.

4. Salaries for work performed by employees of the Scotia Fire Department shall be those set forth in Schedule "A" which shall be attached to the agreement and made a part thereof. Those salary schedules shall reflect the following increases:

June 1, 1995	4%
June 1, 1996	1%
June 1, 1997	1%.

Retroactive paychecks including longevity shall be issued no later than 45 days after ratification of this agreement.

5. ARTICLE VI, Salaries, Section I shall be amended as follows:

Section 1(a). Basic Salaries. Salaries for work performed shall 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 \$750.00 per annum in addition to the employee's designated base salary as is set forth in the above referenced Schedule "A". Such salary supplement shall be in lieu of compensation for EMT recertification training, provided, however, if the State or Village requires an increase in the level of responsibility and/or training higher than the current training required (EMT-D), then such additional responsibility or training shall be compensated pursuant to Section 3, Overtime, herein.

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.

6. ARTICLE VI, Salaries, Section 3 shall be amended by the deletion of the current language contained therein and the addition of the following language:

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.

7. ARTICLE VII, Longevity shall be amended to reflect the following increases:

Effective June 1, 1995, the rate shall be increased to \$50.00;

Effective June 1, 1996, the rate shall be increased to \$60.00;

Effective June 1, 1997, the rate shall be increased to \$75.00.

8. ARTICLE VIII, Holidays, shall be amended as follows:

A. The Village shall recognize the following days as holidays:

New Year's Day

The day observed as Lincoln's Birthday

AND

The day observed as Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Holiday pay shall consist of eight (8) hours pay at straight time per holiday, which shall be payable the second pay period in November. Commencing June 1, 1996, employees shall receive five days (40 hours) holiday pay. Commencing June 1, 1997, employees shall receive an additional six days (48 hours) holiday pay.

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.

9. ARTICLE IX, Hospital, Medical and Dental Benefits, Section 1, shall be amended as follows:

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. Effective June 1, 1996, the Village shall have the right to increase MVP Co-pay Plan 10 to MVP Co-pay Plan 15. Employees hired subsequent to January 1, 1996 shall contribute ten per cent 10% of the premium for the health care plan selected by the employee.

10. ARTICLE XI, Time Off, Section 3 shall be amended as follows:

Section 3. Sick Leave. Effective January 1, 1996, sick leave shall accrue at the rate of 24 hours (1 day) per month...

11. ARTICLE XI, Time Off shall be amended by the deletion of Section 4, Compensatory Time.

12. ARTICLE XI, Section 5 shall be amended as follows:

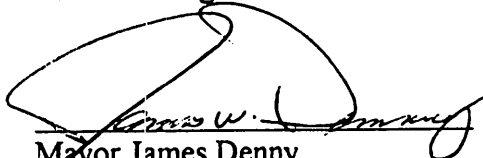
Section 5. Leave for Association Representatives. There is hereby created a time pool of days equal to the number of Association members, which consists of days which are to be contributed by individual members of the Association, by voluntarily transferring to such pool one day of their personal leave 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.

IN WITNESS WHEREOF, the parties' representatives have executed this agreement this 29 day of December, 1995.

For the Village:


Mayor James Denny

For the Association:


President David Squires


Trustee Thomas Messit

Schedule A
Memorandum of Agreement
Scotia Perm. Firemen's Assoc. 6/1/95 - 5/31/98

	@ 12/1/94	Eff. 6/1/95 @ 4%	Eff. 6/1/96 @ 1%	Eff. 6/1/97 @ 1%
Base Salary				
Entry Level	\$25,179	\$26,186	\$26,448	\$26,713
Step one	\$27,052	\$28,134	\$28,415	\$28,700
Step two	\$28,925	\$30,082	\$30,383	\$30,687
Step three	\$30,799	\$32,031	\$32,351	\$32,675
Step four	\$32,677	\$33,984	\$34,324	\$34,667
Step five	\$34,545	\$35,927	\$36,286	\$36,649
Lieutenant	\$36,546	\$38,008	\$38,388	\$38,772
Captain	\$38,552	\$40,094	\$40,495	\$40,900