

COLLECTIVE BARGAINING AGREEMENT

Between

VILLAGE OF RYE BROOK

And

VILLAGE OF RYE BROOK PROFESSIONAL FIREFIGHTERS

MUTUAL AID ASSOCIATION

LOCAL 4041, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, CLC

June 1, 2017 through May 31, 2020

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This agreement is made as of the 1st day of June 2017 by and between the Village of Rye Brook, New York, hereinafter referred to as the “Village”, and the Village of Rye Brook Professional Firefighters, Mutual Aid Association Local 4041 International Association of Firefighters, herein after referred to as the “Union.”

RECITALS

The parties hereto recognize that the Union is the sole and exclusive bargaining agent for the Rye Brook Professional Firefighters and Officers, said Union having been duly acknowledged and certified to act in that capacity as required by law. As used herein, the term “firefighter” shall include officers.

The parties hereto acknowledge that each has bargained and negotiated in good faith and that it is the desire of the parties in entering into this Agreement to establish wages and other conditions of employment during the period of this Agreement, and to provide further for a method of resolving and adjusting disputes and grievances that may arise between the parties without disrupting or jeopardizing the orderly operation of the Rye Brook Fire Department.

The parties acknowledge that this Agreement shall be subject to the Public Employees Fair Employment Act, the Civil Service Law, the Rye Brook Code, the Constitution of the State of New York, the applicable unconsolidated laws of New York, the New York Village Law and the New York General Municipal Law.

Now therefore, in consideration of the provisions contained herein, the parties agree as follows:

1. **TERM**

This Agreement shall be effective during the period June 1, 2017 through May 31, 2020.

2. **DUES**

a) The Village agrees to deduct from the paycheck of each firefighter who has signed an authorization payroll dues deduction card, the amount authorized by the firefighter and certified by an officer of the Union as Union dues. The total collected will be delivered to the Treasurer of the Union within twelve (12) days of such withholding. Said authorization shall not terminate while the firefighter is covered by this agreement.

b) In the event the Union requests a change in the amount of the deduction as provided in paragraph 2(a), which change has been authorized by a majority of the Rye

Brook Firefighters who are members of the Union, the Village shall forthwith make the requested changed deduction.

c) The Village shall provide a statement once per year to the Union setting forth deduction amounts for each firefighter.

d) The Union shall hold the Village harmless from any claims or liabilities resulting from compliance by the Village with the dues deduction provision.

3. SALARY

The firefighters shall be salaried in accordance with the provisions of Appendix A attached hereto and made a part hereof. Each firefighter will be accorded a salary grade upon employment and shall be advanced one salary grade on each anniversary of his or her employment. The Village shall hire two additional firefighters no later than September 30, 2017 and in addition, shall replace any firefighter positions that become vacant as a result of any retirement(s) for the Year 2017.

For the 2017-18 contract year, salaries will be increased by 2.0%

For the 2018-19 contract year, salaries will be increased by 2.25%

For the 2019-20 contract year, salaries will be increased by 2.25%

4. OVERTIME

a) Overtime shall be defined as any hours a firefighter works in excess of his or her regularly scheduled shift hours (in three (3) shift weeks - in excess of thirty-six (36) hours; in four (4) shift weeks - in excess of forty-eight (48) hours). Said overtime shall be paid at the rate of time-and-one-half. To the extent that the Village has advanced notice of any overtime, it will offer such overtime on a rotating seniority basis. (The most senior firefighter will be offered the first available overtime. Whether he/she accepts or not, the next most senior firefighter would be offered the next available overtime).

b) Effective August 1, 2017, the Village shall offer overtime when any shift has less than two (2) firefighters available to work.

5. VACATION

a) Each firefighter employed by the Village shall be given the following vacation:

- New Firefighters – three (3) workdays after six (6) months (prorated if necessary)
- Firefighters with one to five years of completed service – seven (7) workdays of vacation time
- Firefighters with six to twelve years of completed service – ten (10) workdays of vacation time

- Firefighters with thirteen or more years of completed service – fourteen (14) workdays of vacation time

6. HOLIDAYS

Each firefighter employed by the Village shall be entitled to ten (10) paid holidays as listed below:

1. New Years Day
2. Martin Luther King Day
3. Presidents' Day
4. Easter Sunday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

All firefighters on active duty will be paid a total of six (6) holidays straight time at 12 hours per day, on or about May 15 of each year. Each firefighter will also be provided four (4) shifts off due, representing the balance of the holidays, which will be selected in the beginning of the calendar year and will not result in additional anticipated overtime. All firefighters on Active Duty will receive this additional pay and time off for approved holidays whether or not they are assigned to work on the actual holidays. Employees assigned to work on the holidays shall not be paid any additional compensation, except as described below.

Effective October 13, 2009, firefighters working overtime hours outside of the normal Holiday shift on one of the ten (10) designated Holidays shall be paid double-time for these additional hours worked on such Holiday.

New employees hired after January 1 shall only receive one extra day's pay for each holiday worked until the following calendar year (no additional compensation or shifts off due will be provided during the balance of the first calendar year).

7. BEREAVEMENT

Each firefighter employed by the Village shall be entitled to excused time off, with pay, if necessary to attend the wake or funeral of his or her immediate family, beginning with the first day following death until the day following the funeral. The immediate family shall include Parents, Spouse, Children, Grandparents, Mother-in-Law, Father-in-Law, Brothers, Sisters, Brother-in-Law, Sister-in-Law, Grandchildren, Aunts and Uncles. Bereavement leave shall be limited to three (3) days for each bereavement.

8. PERSONAL DAYS

Each firefighter employed by the Village shall receive three (3) Personal Days each year. The Personal Days are not cumulative and cannot be carried over. The minimum

increment for the use of Personal Days shall be three (3) hours. No overtime shall occur as a result of these days unless fewer than three (3) firefighters are assigned to a group.

9. SICK LEAVE

Each firefighter employed by the Village shall be entitled to ten (10) days sick leave annually, with pay, on account of personal sickness or physical disability.

The minimum increment for the use of Sick Leave shall be six (6) hours.

Unused leave shall accumulate from year to year up to a total of one hundred sixty five (165) days. Unused sick leave shall be credited toward retirement in accordance with Section 341 (J) of the New York State Retirement and Social Security Law. No member benefit under this section of law will be diminished as a result of the change in the work schedule from an eight (8) hour day to a twelve (12) hour day.

10. GENERAL PROVISIONS FOR LEAVE

a) To the extent possible, the Village will provide a vehicle for official department business including probationary school and approved training when they are held at locations outside Westchester County.

b) Compensatory time shall be provided for travel time in attending probationary school and approved training when they are held outside Westchester County outside of regularly assigned working hours.

c) If a Village Vehicle is unavailable, a mileage allowance will be paid for the use of a personal vehicle for official department business.

d) Family and Medical Leave, Extended Sick Leave, Jury Service Leave, and Military Leave shall be granted to Rye Brook firefighters as stated in the Rye Brook Personnel Manual of Policies and Benefits.

11. PROTECTIVE CLOTHING AND UNIFORMS

a) Newly appointed firefighters will be given, at no cost, a full set of Firefighter Protective Ensemble, which includes turnout coat, bunker pants, boots, helmet, hood, and gloves. All protective clothing issued shall meet or exceed NFPA 1500 and NFPA 1971 guidelines. A dress blue uniform shall be issued after successful completion of Probationary Fire School.

b) Each firefighter shall be given, at no cost, five (5) complete sets of uniforms, consisting of five (5) shirts, five (5) pants, five (5) T-Shirts, and two (2) sweatshirts annually. In addition, each firefighter shall be entitled to one hundred dollars (\$100.00) annually for the purpose of purchasing work shoes. The shoe allowance will be paid on the first pay period in June of each year.

c) Any firefighter who, in the performance of his or her duties under this Agreement, damages or loses personal property or clothing used for the proper performance of such duties, will be fully reimbursed for such loss by the Village up to a maximum of one hundred fifty dollars (\$150) per incident for the following items: watches, cell phones, wallets and their non-monetary contents, eye glasses, knives or personal tools, jewelry, keys and key chains, and shoes.

12. MEDICAL BENEFITS PLAN

Each firefighter employed by the Village shall pay ten percent (10%) of medical, hospitalization, and dental premiums for the health insurance plan of the Village throughout employment, retirement, or disability retirement. The Village shall pay the remainder of the premiums.

Any firefighter hired prior to June 1, 2014 shall continue to contribute 10% toward the medical, hospitalization and dental premiums for individual and family plans throughout employment, retirement or disability retirement. Any firefighter hired on/after June 1, 2014 shall pay 15% toward the medical and hospitalization health insurance premiums for the individual and family plans throughout employment, retirement or disability retirement.

The dental insurance premium contributions for firefighters hired on or after June 1, 2014 shall remain at 10% throughout employment, retirement or disability retirement.

13. MEDICAL BENEFITS BUYOUT

a) Any firefighter employed by the Village may opt out of the Village's health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the Village. In order to be eligible for this option, the firefighter must certify that he or she has health insurance through a source other than the Village.

b) A firefighter opting out of the Village's program for family coverage or individual coverage will receive a cash payment in the amount of \$2,000 for family coverage or \$900 for individual coverage. The payment will be subject to all usual payroll deductions, and will be made in two equal installments, in June and in January (provided that the firefighter remains uncovered by the Village for twelve consecutive months).

c) A firefighter electing to decline coverage must do so by filing his or her forms no later than November 30 of any year, with the provisions of this plan taking effect on January 1. Once a waiver form has been filed with the Village, the waiver shall continue to be in effect from year to year unless the firefighter elects to re-enroll.

d) Once a firefighter waives coverage for a given year, he or she may not reinstate coverage for that year except for a change in family status consistent with the rules of the Village's policy and applicable law and regulations. A change in family status may include death or divorce of a spouse or termination of employment of a spouse whose

employer had provided the alternative insurance. It does not include the voluntary declination of insurance offered by the spouse's employer, changes in the cost of coverage offered by the alternative source, or the onset of a medical condition during the time the firefighter has waived coverage by the Village.

e) If a firefighter reinstates coverage during the course of the year, pursuant to paragraph 13(d), the firefighter must repay any amount already paid in return for the waiver. If a firefighter who had waived coverage elects to reinstate coverage for the following year, he or she must notify the Village no later than November 30.

14. LIFE INSURANCE

The Village shall obtain and continue to maintain in full force and effect and pay all premiums for a Forty Thousand Dollar (\$40,000) double indemnity (for accidental death) life insurance policy for each member of the Union, payable to a beneficiary designated by the respective insured Union member.

15. RECIPROCAL RIGHTS

a) The Village recognizes the right of the Union to designate two (2) representatives to appear on its behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement with representatives of the Village and to confer with members of the Union during working hours concerning matters related to this Agreement.

b) The Union shall have the right to post official notices and communications on the Union bulletin board, maintained in the firehouse. The president of the Union and/or his designee shall have the right to visit the Village Administrator and with the consent of the Village Administrator, or the Village Board for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. The members of the Union who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Village and the Union and uninterrupted operation of the Fire Department.

c) Members of the Union, who are designated to represent the Union may attend statewide Conventions and meetings of the New York State Professional Firefighters Union, Inc., the International Association of Firefighters, and the AFL-CIO pursuant to their obligations as officers or delegates of the Union, and shall be permitted a total of three days leave from their regular duties to exercise this right, which leave may be taken in hourly increments to attend local meetings, with the approval of the department head and the Village Administrator.

16. DISPUTES

a) This procedure is established to seek an equitable resolution of grievances that arise during the term of this Agreement. The intent of the dispute procedure is to settle

firefighter grievances on as low an administrative level as possible so as to enhance efficiency and maintain firefighter morale.

b) Definition. A grievance for purposes of this procedure shall be considered to be a firefighter complaint concerned with the application or interpretation of this Agreement. Time extensions beyond those stipulated in this procedure may be arrived at by mutual written consent of the parties.

c) Procedures

- 1) An aggrieved firefighter may use this dispute procedure with or without Union Assistance.
- 2) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step No. 1

A firefighter may, with or without a Union or other representative, discuss his or her grievance with the department head, or at the level of the origin of the grievance. Such grievance shall be instituted within fifteen (15) calendar days of the events giving rise to the grievance.

Step No. 2

If the department head and the firefighter cannot reach an agreement on the grievance, the grievance shall be reduced to writing, signed by the aggrieved firefighter or his or her representative, and submitted to the Village Administrator within five (5) calendar days after discussion with the department head. The administrator shall submit his decision in writing to the aggrieved firefighter and his representative, if represented, within fifteen (15) calendar days of the receipt of the grievance.

Step No. 3

- (a) If the grievance shall not have been disposed of to the satisfaction of the aggrieved firefighter or the Administrator, either party may submit it to an arbitrator within twenty (20) calendar days after receipt of the Administrator's decision. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of that association.

- (b) The arbitrator shall have authority to add to, to enlarge upon, subtract from or modify the terms of the Administrator's decision. The decision of the arbitrator shall be final and binding on all parties.

17. AGENCY SHOP

a) All firefighters employed by the Village who are not members of the Union shall be required to pay to the Union an Agency Shop Fee Deduction, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a Union member.

b) The Village will make deductions from the wages of said firefighters in the same manner as members of the Union, and shall transmit such amount to the Union as set forth in paragraph 2, above.

18. DEFERRED COMPENSATION

All members of the Union shall have the right to participate in a Deferred Compensation Plan as provided by the Village, upon implementation of such plan.

19. MANAGEMENT

Except as specifically limited by this Agreement, the Village Board retains all rights mandated and the right to direct the firefighters, including but not limited to the services to be rendered, the location of physical facilities, the scheduling and standards of performance, the scheduling and hours of shifts, the means, the method and technology of rendering service, the right to hire, promote, demote and transfer firefighters, to establish rules and conduct, to discharge or discipline for just cause, and to maintain the efficiency of the firefighters. These are the sole and exclusive responsibilities of the Village Board. The Village also reserves the right to establish, change, amend, or modify any terms or conditions of employment not expressly included herein.

20. SHIFTS/COMPENSATORY TIME

a) The work chart shall run Twenty Four (24) hours a day 365 days per year. Each firefighter will be scheduled for three (3) consecutive twelve (12) hour shifts, to be followed by three (3) consecutive shifts off.

b) Shift selection shall be based on seniority.

c) The most senior firefighter on each shift shall be considered a squad leader. The squad leader shall be responsible for coordinating daily assignments.

d) Each firefighter shall be eligible for eight (8) compensatory time days and one (1) compensatory time/personal day (days that reflect the number of hours scheduled beyond 2080). Any compensatory time days are to be converted into days off due and are to be selected at the time of vacation picks. It is agreed that firefighters who are

eligible for seven (7) workdays of vacation time shall receive a combined total of sixteen (16) shifts off (seven (7) vacation days, eight (8) compensatory time days, and one (1) compensatory time/personal day). Vacations may be split at the discretion of the member.

e) Each firefighter must select shifts off due (except for personal leave) in blocks of three (3) shifts. It is understood that only one (1) person can select a block of three (3) shifts off in any given week. All compensatory time/personal days shall be picked upon completion of the selection process for full shift blocks of time off. As a result, no two (2) firefighters can pick the same week or compensatory time/personal days for shifts off due.

f) Members will be allowed to exchange duty with other members so long as no overtime results from such exchanges. Exchanges of duty will be repaid within a twelve (12) month period.

g) One twelve (12) hour period shall be described as a SHIFT and three (3) consecutive twelve (12) hour periods as a TOUR.

21. CLERK STIPEND

One (1) Clerk shall be designated for each of the two groups (for a total of two (2) firefighters) and paid \$125 each per month. This person may rotate among the firefighters on each group but must serve for a minimum of six (6) months. The Clerks can be recommended by the Union and approved by the Administrator. The Administrator retains the right to approve of the candidate and to remove the selected person as a Clerk if necessary. The Clerk shall work closely with the Fire Chief and Village Administrator. Although not an all inclusive list, examples of the duties of the Clerk shall typically include the following:

- Maintaining office filing and records for department (fire calls, training, claims, Chief's and department orders, etc.).
- Preparing and transmitting invoices, claim vouchers and purchase orders within the allocated department budget.
- Coordinating the overtime list, recording and transmitting overtime reports.
- Recording and transmitting payroll, leave, and time sheets.
- Maintaining inventory and ordering supplies and equipment within the allocated department budget.
- Coordinating the annual firefighter pick schedule and reporting to the Fire Chief if less than two (2) firefighters are available on any shift.
- Post all notices, memoranda and bulletins for department personnel.

22. LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be formed to discuss such items as safety and training, and to discuss other employment and workplace matters. Committee members shall include, but not be limited to, the Village Administrator, a Fire Chief, the Union President and one other Union officer.

23. SAFETY

Firefighters shall not be required to perform non-emergency work outdoors when elements are of unsafe and hazardous conditions.

Effective August 1, 2017, there shall always be a minimum of two (2) firefighters on every Shift regardless of whether such Shift is during the day or at night.

24. LONGEVITY

As of June 1, 2006 the Village shall pay the following, annual longevity payments to employees in a lump sum on the employee's anniversary (hire) date:

After completion of ten (10) years of employment:	\$550
After completion of fifteen (15) years of employment:	\$800
After completion of twenty (20) years of employment:	\$1,050

25. TRAINING

The training officer will make every effort to provide training dates with a minimum of one month advance notice. Not firefighter scheduled to work on an assigned training date may take a personal day or change vacation, holiday or compensatory time that would result in the firefighter to be absent for these training dates. However, any personal, vacation, holiday or compensatory time that was scheduled prior to the one month advance notice which causes a firefighter to be absent on a training day will not have to be rescheduled, the training officer can still assign training days with less than one month notice, but the requirement to not take a personal day or change vacation, holiday or compensatory time would not apply.

26. 207-a PROCEDURE

Both parties agree to negotiate and implement a 207-a procedure within one (1) year of the date this agreement is ratified.

Dated:

5-10, 2017

Village of Rye Brook Professional
Firefighters Mutual Aid Association Local 4041

BY: 
Lawrence Fraher - President

Dated:

5/10, 2017

Village of Rye Brook

BY: 
Paul S. Rosenberg, Mayor

APPENDIX A

SALARY GRADE	2.00% 2017-2018	2.25% 2018-2019	2.25% 2019-2020
5th	\$45,885	\$46,917	\$47,973
4th	\$68,747	\$70,294	\$71,876
3rd	\$77,660	\$79,407	\$81,194
2nd	\$84,848	\$86,757	\$88,709
1st	\$101,226	\$103,503	\$105,832

Salaries are effective June 1st of each contract year.