

AGREEMENT

Between the

HENRIETTA FIRE DISTRICT

and the

HENRIETTA PROFESSIONAL
FIREFIGHTERS AND DISPATCHERS
ASSOCIATION

IAFF LOCAL 3738

JANUARY 1, 2014 – DECEMBER 31, 2017

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Article 1

PREAMBLE

This Agreement is entered into as of the first day of January, 2014, by and between The Henrietta Fire District, (hereinafter referred to as the "Employer"), and The Henrietta Professional Firefighters and Dispatchers Association, International Association of Fire Fighters - Local #3738, (hereinafter referred to as the "Association").

Article 2

PURPOSES

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and Association, to establish fair wages, hours, safety and working conditions.

The Employer and the Association recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working towards that goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations. Therefore, to ensure the stability of this Agreement, no new provisions or amendments shall be proposed during the term unless provided for elsewhere in the Agreement or such proposal is entertained by mutual agreement of the parties in writing.

Article 3

RECOGNITION, DUES AND AGENCY SHOP

The Employer recognizes the Association as the exclusive representative of "Employees" as defined below.

Whenever used in this Agreement, the term "Employees" shall mean all career Lieutenants, Firefighters and Dispatchers employed by the Employer. Excluded from the term "Employees" are all other employees, including the Assistant Chief, Chief, Secretary/Treasurer, Mechanic, temporary employees, office and clerical employees, managerial employees and confidential personnel.

The Employer will deduct from the pay of each Employee, every pay period, the regularly assessed Association membership dues, provided that at the time of such deductions there is in the possession of the Employer, a voluntarily executed, unrevoked, written authorization for such deduction executed by such Employee. The Employer shall deduct only that amount of money which the Association has certified to the Employer, in writing, as the amount of dues and fees established by the Association and required of

all employees as a condition of acquiring and obtaining membership in the Association. The Association shall give the Employer at least thirty (30) days notice of any change in the amount of uniform dues to be deducted.

The Employer further agrees to remit such deductions to the Association, and to forward an itemized statement of such deductions to the Association's designated treasurer.

The parties recognize that this is an Agency Shop. In accordance with applicable law, it is understood that each individual who is an "Employee" as herein defined, but is not a member of the Association, shall be liable to contribute to said 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. The Employer agrees to deduct an amount equal to the normal dues paid by Association members from the earnings of each said Employee who is not an Association member as their representative costs.

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 Employer's Board of Commissioners and to the chairman of the Employer's Personnel Committee within five (5) days after the Association's elections of officers, and such list will be kept current by the Association and any changes forwarded immediately, in writing, to the chairman of the Employer's Board of Commissioners and the chairman of the Employer's Personnel Committee.

The Association agrees to hold the Employer harmless from any and all liability which may arise through the implementation of this article.

The Employer shall not be liable in the operation of the Association 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 Employer harmless against any claim whatsoever arising out of the deduction and transmittal of said Association fee.

Article 4

RIGHTS OF EMPLOYEES

The Employer will not subject any Employee to discrimination, harassment or retaliation because of membership in, or lawful activity on behalf of, the Association, nor will the Employer attempt to dominate or interfere with the Association.

The Association and the Employer will not subject any Employee to discrimination, harassment or retaliation for lack of membership in the Association.

The Employer and the Association agree to refrain from any unlawful discrimination under federal and state laws, rules and regulations. In the event of a

discrimination claim by any Employee, the grievance procedure contained herein may be utilized; however, arbitration shall not be available and such claim, if unresolved, may be submitted to the state or federal agency with jurisdiction.

Article 5

UNION BUSINESS

The Association President or his designee may receive a maximum of three (3) full shifts of paid leave, at the Employee's regular rate of pay, per calendar year to attend conventions or meetings of the Association, when attendance at such conventions or meetings conflicts with the Employee's regularly scheduled work shift. Such leave must be taken in full shift blocks and must be requested at least fourteen (14) days in advance. Requests for such leave must be submitted to the Chief, and such requests shall not be unreasonably denied. Unused leave shall be forfeited at the end of the calendar year.

Article 6

GRIEVANCE PROCEDURE

Section 6.1 -- Definition of Grievance.

For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy arising out of the application of this Agreement, and "days" shall not include Saturday, Sunday or holidays, as defined in Article 16.

Section 6.2 -- Procedures.

A. In the event of a grievance as defined in Section 1 of this Article, the parties shall resolve the grievance in the following manner:

Step 1 - The grievance shall be presented in writing by the Association to the Fire Chief, or the District Secretary / Treasurer within five (5) business days of the act or omission giving rise to the grievance, or if not readily discoverable, within ten (10) business days of the date upon which the Employee affected by the situation, condition, or action to be grieved, should reasonably have become aware of such act or omission. Upon submission, the Fire Chief, or Secretary / Treasurer will stamp the document with the date of receipt and provide a copy of the stamped document to the complainant. The Fire Chief shall respond to the Association within ten (10) business days. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 2 - If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Employer's Personnel Committee within ten (10) business days after the Chief's response is given or is due, whichever is first. The Employer's Personnel Committee shall respond to the Association in writing within ten (10) business days after the grievance is received. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 3 - If the grievance is not settled at Step 2, the Association will present the grievance in writing to the Employer's Board of Fire Commissioners within ten (10) business days after the response at Step 2 is given or due, whichever is first. The Employer's Board of Fire Commissioners will discuss the grievance with the Association representative, if requested, and reply in writing within ten (10) business days after the grievance is received or discussions with the Association representative, whichever is later. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 4 - If a settlement is not reached at Step 3, either the Association or the Employer may, within ten (10) business days after the response at Step 3 is given or due, whichever is first, and upon written notice to the other, request arbitration. Such notice must be given to the Chairman of the Employer's Board of Fire Commissioners or the President of the Association. If arbitration is not requested as set forth in this step, it shall be deemed waived.

B. The time limits in this grievance procedure for Steps 1,2,3, and 4 may be extended by mutual agreement of the Association and the Employer.

C. Any grievance is required to be in writing, and shall contain a summary of the facts and where appropriate, include the name(s) or the Employee or Employees involved, the specific provision or provisions of the Agreement in dispute, and the remedy being sought.

Section 6.3 -- Arbitration Procedure.

A. The arbitration proceedings for the grievance shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) business days after notice requesting arbitration has been given. If the parties cannot mutually agree upon an arbitrator, they shall jointly request the Public Employee Relations Board to submit a list of names from which the arbitrator will be chosen, within ten (10) business 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 the arbitrator. The right to strike the first name shall be determined by lot.

B. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) business days after the conclusion of the testimony and argument.

C. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, subtract from or delete any provision of this Agreement, and shall confine his/her decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself or herself to the grievance submitted for arbitration and shall have no authority or power to determine any other cases not so submitted to him or her. No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement of the parties.

D. Expenses for the arbitrator's services and the proceedings shall be borne

equally by the Employer and the Association. However, each party shall be responsible for the cost of preparing and presenting its own case, including compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, providing it pays for the transcript and makes a copy available without charge to the arbitrator. Upon agreement of the Employer and the Association, the costs of preparing a transcript shall be equally shared, and both parties shall be entitled to a copy of such transcript.

Article 7

DISCIPLINARY PROCEDURE

The Employer shall have the right and responsibility to maintain efficiency, administer discipline and to hire, terminate, discharge or layoff Employees.

All disciplinary action shall be conducted in accordance with the procedures and requirements of the New York Civil Service Law, including Civil Service Law Section 75 where applicable. All new Employees shall serve a probationary period as required by the Civil Service Law and local civil service rules and regulations. In any proceeding under Civil Service Law Section 75, the Employer shall not appoint a Commissioner, Employee or member of the Henrietta Fire District to serve as a Hearing Officer.

Article 8

TRAINING PROGRAM

The Employer hereby agrees to establish a training program wherein Employees will receive on the job training. When possible all training will be scheduled evenly throughout the year. Employees are required to attend all training sessions scheduled by the Chief or the Municipal Training Officer (MTO), unless specifically excused by the Chief or MTO. Such training shall meet or exceed the requirements of the New York State Minimum Standards. When training is scheduled outside of the Employee's regular work schedule, those affected shall receive two (2) weeks notice, where practical. No Employee shall lose any pay or benefits while attending training required by the Employer.

Employees may be reassigned from their regular scheduled dates and/or times for certain District required training which covers a forty (40) hour or more per week training program to which they are assigned by a specific Training Order with specific date(s) and/or time(s).

Employees may be reassigned from their regular scheduled shift times for certain training which covers less than forty (40) hours per week training program to which they are assigned by a specific Training Order with specific time(s). It is agreed and understood that in the case of a District required training program which covers less than forty (40) hours per week, the employee will not have their work days altered.

Employees may be reassigned from their regular scheduled dates and/or times for any employee requested training to which they are assigned by a specific Training Order with specific date(s) and/or time(s).

All required in-service training, except for specialized training, shall be conducted by a New York State Level I Fire Instructor or the New York State equivalent, or an instructor with higher certification. Specialized training shall be conducted by an individual qualified to provide such training.

If the Association Training Committee wishes to make suggestions to the MTO concerning the Training Program, including its planning and coordination, the committee must make those suggestions known to the MTO, in writing. The MTO will discuss these suggestions with the Association Training Committee.

The Employer shall offer reasonable training on all new equipment before such equipment is placed in service. All Employees shall demonstrate a proficiency in the use of new equipment.

The Employer will consider high heat and humidity when scheduling outside training activities. However, the Employer shall retain the right to schedule, in its sole discretion, outside training activities as it deems necessary.

Training in CPR will be provided, by the Employer, annually without lapse in certification. The District also agrees to participate in the New York State Department of Health EMT - Basic CME Based Recertification Program, or its equivalent, and provide all necessary training on an annual basis without lapse in certification. This program shall be administered in accordance with requirements and/or guidelines as set by the New York State Department of Health Bureau of EMS. All other EMS training will be the responsibility of the Employee and will be scheduled so as not to conflict with the Employee's work schedule, whenever possible. The Employer will agree to act as the sponsoring agency if required by the course rules and/or regulations.

Employees may attend special seminars, special training offered by qualified persons in fire fighting fields and/or attend classes at the New York State Academy at Montour Falls or any other location that hosts such training. Employees may request such training by submitting a written request to the MTO at least thirty (30) days in advance of such training whenever possible. Within fifteen (15) days of receiving such written request, the MTO will issue a written response to the Employee stating whether such training has initially been approved or denied and if denied a reason for the denial. If the Employee does not receive such written response from the MTO, the Employee may submit his written request directly to the District Chief or his designee. At its discretion, the Employer may grant paid or unpaid leave for the Employee requested job-related training. The Employer shall have the final authority to determine who shall attend such training programs, how many Employees shall attend, when those Employees shall go, and which courses are deemed appropriate. If approved by the Employer, the Employer will pay fees associated with the course.

Article 9

SCHOOLING

Subject to the approval of the Employer as to the course, its costs and the times when the course meets, the Employer will pay for the costs of tuition, required books and fees, for Employees attending and successfully completing courses required for a degree in Fire Science, Fire Protection Technology, Public Administration or other courses or programs relevant to the fire service.

It is understood by the Employee that to be eligible for reimbursement under this article, requests must be submitted on the Henrietta Fire District's approved form, and course work must be completed through a state or nationally accredited institution. It is further understood that it is the responsibility of the Employee to ascertain the eligibility of the institution, from the District, prior to enrolling.

Total reimbursement, per employee, shall not exceed the cost of tuition for sixty (60) credit hours. Reimbursement costs are based on the cost of tuition for courses taken at Monroe Community College. Reimbursement is conditioned upon both the successful completion of the course with at least a "C" or equivalent grade, and the Employee's written agreement to repay the Employer for such reimbursement if the Employee voluntarily terminates his or her employment within two years of completion.

Article 10

BULLETIN BOARD

The Employer will furnish bulletin board space in the bunk rooms at all stations normally staffed by Employees for the posting of Association notices and related matters.

Article 11

WORKING SCHEDULE

Section 11.1

The established work shifts for Employees will be as follows:

Day Shift / Light Duty Personnel

Firefighters or Lieutenants assigned to work the day shift schedule will work a five shift tour. The hours to be worked for this shift are Monday thru Friday 0800 - 1600 hours, with weekends and contract holidays off.

Recruit Firefighters

Recruit firefighters will be assigned to work the recruit firefighter schedule while enrolled in the Recruit Firefighter Training Program required by the Henrietta Fire District. Recruit firefighters will be assigned to the day shift or the rotation shift at the

discretion of the Fire Chief.

When recruit class is in session, the hours to be worked will be dictated by the class schedule, and /or instructor or course facilitator. This schedule includes weekend and evening evolutions or sessions.

Recruit firefighter status ends upon successful completion of all recruit firefighter training requirements.

Rotation Firefighters / Lieutenants

Firefighters or Lieutenants assigned to work the rotation schedule will work a four shift tour. The hours to be worked for this shift are two ten hour day shifts, followed by two fourteen hour night shifts, followed by four days off.

Start time for days shall be 0700 hours. Start time for nights shall be 1700 hours.

Staff Personnel / Flex Schedule

Staff personnel are defined as firefighters, or Lieutenants whose primary responsibilities are non-line related. These functions include but are not limited to: Fire Safety, Fire Prevention, Training etc. In conjunction with Article 12, Section 12.2, employees assigned to Staff are still eligible to fulfill line functions, but when working staff schedule, do not count toward minimum staffing.

Employees assigned to work the staff schedule will be given the option of working a four day schedule or a five day schedule. This decision shall be approved by the Chief.

The four day schedule will consist of four days within a given week, with the total number of hours worked not to exceed forty hours.

The five day schedule will consist of five days within a given week, with the total number of hours not to exceed forty hours.

When performing the duties of Staff Personnel make it necessary to work outside the regularly scheduled work hours, time off will be granted within the work week so the employee does not exceed forty hours within a given work week. This change in work schedule and subsequent time off will be approved by the Chief prior to the change. Any additional duties performed outside the scope of Staff Personnel will be subject to applicable overtime or benefits.

All individuals assigned to Staff must meet all required annual training requirements for their rank.

Public Safety Dispatchers

Public Safety Dispatchers will work a four shift tour. The hours to be worked for this shift are two twelve hour day shifts, followed by two twelve hour night shifts, followed by four days off.

Start time for days shall be 0600 hours. Start time for nights shall be 1800 hours.

Section 11.1(a) -- Work Shift Deviation

The Employer, in an emergency situation, may temporarily deviate from the above-referenced work shifts whenever it determines that a deviation is necessary to fulfill the Employer's mission to the public, upon notice to the Association. Notification may be made by use of e-mail, telephone, and/or paging system. The basic work shifts will be restored as soon as the emergency situation is deemed resolved. If the Employer determines that it is necessary to make a permanent change to the work shifts, it shall provide the Association with an opportunity to negotiate before the change is made.

Section 11.1(b) – Dress Down

Dress down will be allowed after 2200 hours if no function is going on in quarters. Bunk time for Employees will be from 2300 hours to 0600 hours, or at the discretion of the shift officer.

Section 11.2 – Work Substitution

An Employee may agree, solely at the option of such Employee and with the advance approval of the Employer, to substitute during scheduled work hours for another Employee who is employed in the same job title. Under such circumstances, all additional hours worked by the Employee as a substitute shall be excluded from the hours for which the employee is entitled to overtime compensation. Where one Employee substitutes for another, each Employee will be entitled to compensation as if he or she had worked his or her normal work schedule. Approval of such substitutions shall not be unreasonably withheld by the Employer; however, approval shall not be granted unless:

1. The request for approval must be in writing and signed by both individuals.
2. The date upon which the substitution will be returned is within 6 months of the original substitution.
3. The substitute shall be responsible for coverage of the shift.

Nothing in this paragraph shall be deemed to authorize permanent shift or rotation switches without the express consent of the Employer.

Section 11.3 – Cycle Time

It is understood that all Firefighters and Lieutenants assigned to the rotation schedule, as defined in the article Working Schedule, work an average of forty two (42) hours per week. Additionally, it is understood that each employee's pay is based on a forty (40) hour work week. To compensate the employees assigned to work the rotation schedule for the additional work hours, those employees will be paid for the additional 4 hours, per pay period, at a rate of time and one half.

Article 12

MINIMUM STAFFING

Section 12.1 Staffing Levels.

On each shift as defined in Article 11, The Employer agrees to maintain a minimum staffing of at least two (2) career officers, six (6) career Firefighters , and one (1) Public Safety Dispatcher.

All apparatus that is normally staffed by Employees shall respond to an incident with no less than two (2) career Firefighters or officers.

Section 12.2 Vacancy.

In the event of a vacancy arising in an officer position, and an officer of equal rank is not available to cover the shift, the Chief may satisfy his/her obligations under this Article by assigning a Firefighter/Officer to serve as an Acting Officer for the shift. Each shift will be limited to one (1) Acting Officer, and the civil service appointed officer for the shift will be assigned to station four for that shift. For all hours worked as an Acting Officer, the Employee will receive an additional hourly premium equal to the difference in pay between the officer's pay and the Employee's pay as defined in Article 38. No Employee shall be assigned to serve as an Acting Officer unless he or she is qualified as outlined in District policy.

In the event of a vacancy arising in the Public Safety Dispatcher position and a Public Safety Dispatcher is not available to cover a shift; the Employer may satisfy its obligations under this Article by assigning a Firefighter to serve as a Public Safety Dispatcher for the shift. No Firefighter shall suffer any loss of pay for hours worked as a Public Safety Dispatcher.

Filling open shifts - If all resources have been exhausted, the Scheduling Officer shall retry to fill the open shift by paging and telephone.

Mandatory Overtime – In the event a sick call is received, the on duty officer will be responsible for filling the shift using acceptable means as outlined above. In the event the shift cannot be filled by the above means, the shift officer shall assign an individual to stay to fill the vacant shift. This mandatory assignment shall be based on seniority and the individual shall be selected from the group on duty at the time of the sick call. Employees will not be required to stay if the additional hours create a work shift that exceeds 24 consecutive hours. It is also understood that the mandatory assignment shall be done on a rank for rank basis.

In the event the assigned individual refuses to stay to fill the vacant shift, and has not arranged for adequate coverage, the Employee recognizes that he/she will forfeit step one of the Discipline Procedure and move directly to the Written Reprimand phase of the procedure.

Article 13

SENIORITY

Seniority shall be determined as follows:

- For Employees hired prior to January 1, 1991: Seniority is determined by continuous service with the Employer from the date of hire.
- For Employees hired after January 2, 1991: Seniority is determined by continuous service with the Employer from the date of civil service appointment.
- For Employees that transfer from a non-uniformed position to a uniformed position: Seniority is determined by continuous service with the Employer from the date of civil service appointment in the uniformed position.

Continuous service shall be interrupted by resignation, discharge, or retirement. Employees with the same civil service appointment date (or hire date) will be assigned seniority status based on their civil service test score. Effective January 1, 2007, in the event Employees appointed (or hired) at the same time have the same test score, seniority shall be determined by the order of the appointments at the meeting of the Commissioners. The order of the appointments shall be determined by the rankings according to the candidate selection process.

Article 14

OVERTIME

For purposes of complying with the Fair Labor Standards Act, the work period for all Firefighters and Lieutenants shall be eight (8) days. A Firefighter and/or Lieutenant shall be paid overtime, as required by the Fair Labor Standards Act, for all hours worked in excess of sixty (60) in an eight (8) day period. A Dispatcher shall be entitled to overtime, as required by the Fair Labor Standards Act, for hours worked in excess of forty (40) per week.

An Employee shall be entitled to premium pay at one and one-half times such Employee's regular hourly rate of pay for hours worked outside of the Employee's normally scheduled work shift assignments. For purposes of premium pay as provided herein, the "regular hourly rate of pay" for a Firefighter, and a Lieutenant shall be calculated by dividing the Employee's annual salary by two thousand eighty (2,080). For purposes of premium pay as provided herein, the "regular hourly rate of pay" for a Dispatcher shall be the Employee's hourly rate as set forth in Article 38.

An Employee shall not be entitled to either overtime or premium pay for hours worked during a shift substitution as permitted by Article 11, and there shall be no pyramiding of overtime and premium pay.

Unless an Employee makes a written request to receive payment for overtime or premium pay hours, each Employee shall accrue compensatory time off in lieu of overtime and premium pay. Compensatory time off shall accrue at a rate of one and one-half hours for each hour of employment for which the Employee is entitled to either overtime or premium pay. No Employee may accrue more than four hundred eighty (480) hours of compensatory time off. A request for use of compensatory time shall be submitted to the Employer's Shift Officer and may be granted at the sole discretion of the Employer's Shift Officer based upon the Employer's operational needs. Notwithstanding this provision, an Employee in his first year of service may carryover no more than 480 hours to the following year and any accrued unused compensatory time will be paid out in the final paycheck in December of the Employee's second year of service.

Employees that were eligible for the 20 year compensatory time carry over option will be required to purge their respective banks to comply with the maximum accrual clause stated above. Affected employees will have until December 15, 2015 to comply. Any remaining hours above the 480 hours permitted by this article will be paid out in the last pay period of 2015.

Emergency Call Back - Any Employee called to duty at the station or the scene of a response on his or her scheduled day off, or called back to the workplace after having left for the day, will receive a minimum of two (2) hours of pay. Scheduled overtime (example: training) is not considered an emergency call back.

Whenever possible, non-emergency overtime shifts shall be filled at least one week in advance.

A rotating schedule for overtime and premium pay time shall be established by the Employer and posted in the schedule book. An updated overtime list will be published in the schedule book every pay period. Whenever possible, the Employer shall award overtime in accordance with the overtime list. At the beginning of each year, where a new overtime list is to be established, overtime shall be assigned according to the overtime list of the previous year.

If the Employer determines the overtime duties require an Employee with special skills or special training, the Employer may award the overtime to a qualified Employee without regard to the overtime list. For purposes of equalizing overtime, all Employees in the first year of employment shall be treated as having worked the average number of overtime hours available prior to each Firefighter's date of graduation from the fire academy. When the names of such first-year Employees appear on the overtime list they shall be treated as if they had worked the number of overtime hours as is the average of all Employees appearing on the list prior to the first pay period in which the new Employee's name appears.

Article 15

PAY DAY AND PAYROLL DEPOSIT

All Employees will be paid every two weeks, and pay day will occur on Thursday with Employees checks being available to them no later than twelve noon of said day at Station 4. The Employer will offer to each Employee the opportunity to have their pay directly deposited into the Employee's personal checking or savings account, at any mutually agreeable financial institution.

Article 16

HOLIDAYS

Employees, who as of the last pay period in December of each year of this Agreement have completed twelve (12) consecutive months or more of employment, shall be eligible for ten (10) holidays. Any Employee who as of the last pay period in December that has been employed less than twelve (12) months, shall be eligible to receive the holidays that fell during his or her period of employment. Holidays are as follows: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Holiday pay shall be figured on a ten (10) hour work day. All holiday hours will be put into a holiday hour bank, for each Employee, as the holidays pass. The Employee will receive a check for the balance of their holiday bank at the last pay period in December.

Every Employee is expected to work all holidays that fall in his or her schedule, unless prior approval for time off is obtained from the Employer. If prior approval is obtained for time off, the hours will come from the Employee's holiday bank. An Employee shall not be eligible to receive holiday pay for any holiday on which the Employee uses sick leave (unless the Employee provides a doctor's excuse), military leave, or long term sick leave (non job related).

Article 17

SICK LEAVE

Section 17.1 General Municipal Law Section 207-a.

A Probationary Firefighter, Recruit Firefighter, Firefighter or Lieutenant shall continue to receive his or her regular salary, as required by General Municipal Law Section 207 -a, for absences from work due to an injury or illness incurred in the performance of his or her duties ("Section 207-a Benefits"). Nothing in this Agreement shall be deemed to alter or impair the rights and responsibilities of either the Employer or any Employee under General Municipal Law Section 207 -a.

An Employee who believes that he or she is eligible for Section 207-a benefits shall provide the Employer with written notice as set forth in Section 17.4, below.

If the Employer believes that a question exists regarding an Employee's eligibility or continued eligibility for Section 207-(a) benefits, the Employer shall provide the Employee and the Association with written notice that the Employer's Personnel Committee will review evidence, medical reports or other documentation relevant to the question of the Employee's eligibility for benefits. The written notice should be provided to the Employee and the Association as soon as possible after the Employer learns of the question regarding the Employee's eligibility. Before the Personnel Committee meets to consider the matter, the Employee and the Association shall have a minimum of fourteen (14) calendar days to submit any evidence, medical reports or other documentation relevant to the Employee's eligibility for Section 207-a Benefits. Either the Employee or the Association may request an extension of time to submit such information, and such request shall not be unreasonably denied. In addition, before the Personnel Committee meets to consider the matter, the Employer may require the Employee to be examined by a physician or physician(s) of the Employer's choice. Upon request, the Employee shall receive a copy of any report produced by all physicians who have examined the Employee on behalf of the Employer.

The Personnel Committee shall make a determination regarding the Employee's eligibility for Section 207-(a) benefits after considering the relevant evidence, medical reports or other documentation. A written statement of such determination shall be provided to the Employee and the Association no later than fourteen (14) calendar days after the date of the Personnel Committee meeting.

If the Personnel Committee denies an Employee's eligibility for Section 207-(a) benefits, the Employee may request a due process hearing regarding the question of eligibility. Any request for such hearing must be provided to the Personnel Committee no later than fourteen (14) calendar days after the Employee receives the written determination. Within thirty (30) calendar days after receipt of the Employee's request, the Employer shall schedule the due process hearing.

Within seven (7) calendar days after receipt of the Employee's request, the Employer and the Association shall agree upon a Hearing Officer. The Hearing Officer shall conduct the due process hearing, hear evidence and make a recommendation to the Employer's Personnel Committee regarding the Employee's eligibility for Section 207-(a) benefits. Expenses for the Hearing Officer's services and the proceedings shall be borne equally by the Employer and the Association. However, each party shall be responsible for the cost of preparing and presenting its own case and evidence, including compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, providing it pays for the transcript and makes a copy available without charge to the Hearing Officer. Upon agreement of the Employer and the Association, the costs of preparing a transcript shall be equally shared, and both parties shall be entitled to a copy of such transcript.

After conducting the hearing, the Hearing Officer shall issue a written

recommendation to the Employer's Personnel Committee, and a copy of such recommendation shall be provided to the Employee and the Association. If the Personnel Committee decides to reject or modify the Hearing Officer's recommendation, then the Personnel Committee shall provide the Employee and the Association with written notice of such decision. The written notice must be provided within fourteen (14) calendar days after receiving the Hearing Officer's recommendation.

The determination of either the Hearing Officer or the Personnel Committee shall not be grievable under Article 6 of this Agreement. Any final determination under these procedures shall be subject to review only as provided in Article 78 of the Civil Practice Law and Rules.

Pending the determination of a question regarding an Employee's eligibility for Section 207a Benefits, any absence from duty shall be charged to the Employee's Sick Leave and Extended Disability Leave until exhausted. After exhausting available Sick Leave and Extended Disability Leave, the Employee may use accrued Vacation Leave. If the Employee is later determined to be eligible for Section 207-a benefits, the Employer shall restore all Sick Leave, Extended Disability Leave and Vacation Leave used pursuant to this provision.

Section 17.2 Sick Leave.

Sick Leave may be used when an Employee suffers an injury or illness which prevents the Employee from working and the Employee is not entitled to compensation under Section 17.1, above. An employee that is using sick leave may not engage in recreational activities or other employment during the period of the sick leave. Each Employee with at least one year of continuous service will, at the start of each calendar year, receive one hundred forty-four (144) hours of Sick Leave.

New Employees are not eligible for Sick Leave for the first six (6) months of service. Between the first six (6) months of service and the first twelve (12) months of service the Employee will receive one hundred forty four (144) hours of Sick Leave.

Employees who do not utilize their allotted sick leave shall be entitled to compensation for any unused sick leave according to the following conditions;

Sick Leave Usage Per Calendar Year	
If An Employee Uses	Incentive To Be Paid
0 – 28 hrs. of sick leave	\$800
29 – 72 hrs. of sick leave	\$400
73 or more hrs. of sick leave	\$0

Yearly sick leave incentive is to be paid out in the second pay period of the following January.

Employees that attempt to use sick leave for conditions covered by this section,

and whose sick leave hours have been depleted, will have the appropriate number of hours deducted from another time bank at the discretion of the Secretary / Treasurer. Notification will be made to the employee regarding the deduction of hours and the affected time bank.

Section 17.3 Extended Disability Leave.

Extended Disability Leave may be used when an Employee suffers an injury or illness that requires an extended recuperation, such as surgery, illnesses or broken bones, and the Employee is not entitled to compensation under Section 17.1, above. This extended disability leave shall be used if an Employee suffers an injury or illness that requires sick leave totaling more than four (4) consecutive shifts.

At the end of each calendar year, unused Sick Leave shall be converted into Extended Disability Leave benefits. An Employee may accumulate a maximum of one thousand nine hundred eighty (1,980) hours of Extended Disability Leave.

The hours will be kept in an Extended Disability Leave bank for each Employee. Time is lost as used and may be re-accumulated. The District agrees to implement the provisions of 341(j) and 41(j) regarding the payout of unused sick time, as allowed by the statute, at time of retirement. The maximum additional service credit shall be one hundred sixty five (165) days. These days are based on twelve (12) hours.

Section 17.4 Notification.

An Employee who is unable to appear for his or her scheduled work shift due to personal injury or illness shall, as soon as possible but no later than two (2) hours before the start of the Employee's work shift, notify the Employer of the absence and the reasons therefore. The Employee shall personally contact the Shift Officer in Charge. If the Shift Officer in Charge is not available, the Employee shall personally notify the Dispatcher of the absence and reasons therefore.

An Employee who believes that his or her injury or illness was sustained in the performance of the Employee's duties shall submit an injury report to the Chief within twenty-four (24) hours of the injury, onset, reoccurrence or illness. Such report shall be made on an insurance form provided by the District.

Section 17.5 Doctor's Certificate & Light Duty.

It is understood and agreed that each Employee who is on Sick Leave for more than two consecutive shifts, whether service or non-service related, or who is on Extended Disability Leave shall provide the Employer with a doctor's statement certifying the Employee's illness/injury and an expected return to work date. The Employer may request additional medical verification of the Employee's condition while on Sick Leave or Extended Disability Leave, as it deems appropriate. If the employee fails to provide the requested documentation within a reasonable time frame, the

employee will have the appropriate number of hours deducted from a time bank determined by the District. Notification will be made to the employee regarding the deduction of hours and the affected time bank.

It is understood and agreed that any Employee who calls in sick the day immediately before his vacation leave is scheduled to begin or calls in sick the day after his vacation leave is scheduled to end must provide a doctor's note upon his return verifying his illness regardless of the number of days the Employee remains on Sick Leave.

If the Employer's Personnel Committee, acting in good faith, has reason to suspect that an Employee has abused sick leave, the Employer shall notify the Employee in writing. Thereafter, the Employer may require the Employee to provide a doctor's certificate for any use of Sick Leave or Extended Disability Leave.

It is further understood that if the Employee can be cleared by the Employer's physician to return to work on "Light Duty Status" the Employee must return to work. "Light Duty Status" shall be defined by the Employer's physician.

It is also understood that any compensation from State Disability or Workers' Compensation that is received by an Employee, while receiving compensation from the Employer, shall be reimbursed to the Employer.

Article 18

VACATION

Vacation allowance will be in accordance with the following provisions:

Any Employee working any shifts as defined in Article 11 shall be credited with the following vacation allowances:

Completion of one year of service:	One (1) Work Week
Completion of two years of service:	Two (2) Work Weeks
Completion of five years of service:	Three (3) Work Weeks
Completion of ten years of service:	Four (4) Work Weeks
Completion of twenty years of service:	Five (5) Work Weeks

Note: A "Work Week" is defined as one tour of duty as defined in Article 11.

It is understood that if vacation allowance is taken as monetary compensation, the Work Week will be based on a forty (40) hour week.

Vacation time must be taken in the form of full or one-half shift intervals. All

vacation requests must be submitted to the Scheduling Officer with a minimum of two (2) weeks notice. Exceptions to this will be at the discretion of the Scheduling Officer.

If a conflict arises in scheduling that cannot be worked out between individuals involved, the Scheduling Officer will make the decision based on submission date. In the event employees submit requests on the same date, the Scheduling officer will make the decision based on seniority.

Article 19

FUNERAL LEAVE

In the event of a death in the Employee's immediate family, the Employee shall be allowed time off with pay for the days he or she has been scheduled to work, up to three (3) shifts. Immediate family shall mean spouse, child, parent or stepparent, brother or sister or stepbrother or stepsister, or stepchild, mother and father in-law, grandparents and spouse's grandparents. For any other family member or in-law, time off will be granted for the day of the funeral. Any other family member shall be defined as aunt, uncle, first cousins and brother in-law and sister in-laws. Additional time off may be granted with the approval of the Fire Chief.

Within 30 days, the Employee shall provide a copy of the death notice from the newspaper or a statement from the funeral home confirming the death of the family member. This notice must be submitted to the Chief.

If the service schedule is separate from the death notice, the service schedule must be submitted to the Chief and Scheduling Officer as soon as possible.

Article 20

PERSONAL LEAVE

Each Employee will receive twenty four (24) hours per year of personal leave. When possible, personal leave should be scheduled forty-eight (48) hours prior to the leave.

Personal leave cannot be carried over to the following year. All unused personal leave will be paid at the last pay period in December

Article 21

HEALTH BENEFITS

Section 21.1 Health Insurance Benefits.

All Employees shall be eligible to receive health insurance benefits through the Excellus Simply Blue 15/25 Plan for the year 2014. During the 2014 calendar year, health insurance benefits for the remaining contract coverage will be negotiated. All employees shall be eligible for dental insurance benefits. The dental insurance program will include an orthodontic option mutually agreed to by both parties. Currently the Smile Saver I with the \$1500 orthodontic option. An Employee may receive individual, two person, family or family with no spouse coverage, provided the Employee meets the qualifications established by the insurer.

Section 21.2 Cost Sharing of Health Insurance Premiums.

The following criteria will be used to determine the cost sharing of health insurance premiums. This cost sharing will be in effect for 2014 and will be negotiated during the 2014 calendar year for the remaining years of the contract.

For employees hired before January 1, 1995, the District will pay 95% of the premium cost for health insurance and 100% of the premium cost for dental insurance under any Henrietta Fire District sponsored plan.

For employees hired after January 1, 1995, the District will pay 90% of the premium cost for health insurance and 100% of the premium cost for dental insurance under any Henrietta Fire District sponsored plan.

Section 21.3 Payroll Deduction.

An Employee's payment for health and dental insurance coverage shall be made via payroll deduction authorized by the Employee in writing.

Section 21.4 Decline of Health Insurance Benefits.

An Employee may decline health insurance coverage if he or she is covered under a health insurance plan to which another individual subscribes. An Employee who declines health insurance coverage will be paid two thousand dollars (\$2,000) gross bonus less taxes in the first pay period of December of each full calendar year that he or she has declined coverage.

Section 21.5 Health Insurance Benefits - Line of Duty Death.

In the event of a line-of-duty death of any Employee, the Employer will provide and pay the cost, in full, of the same health and dental insurance coverage as provided to active employees (as it may change from time to time) for the spouse of the deceased Employee until the spouse dies or remarries, and the dependent children of the deceased Employee until such dependents marry or reach the maximum age set by the insurance company. Notwithstanding the foregoing, the Employer shall only be required to provide health and dental insurance coverage to such deceased Employee's spouse and/or dependent if such individual is not covered under another insurance plan.

Section 21.6

Health Insurance Benefits - Not in the Line of Duty Death.

In the event of death of any Employee (not in the line-of-duty), the Employer shall allow the deceased Employee's spouse and/or dependents to purchase the health and dental insurance coverage provided to active employees (as it may change from time to time), at the group rate provided to the Employer until the spouse dies or remarries, and until the dependent children of the deceased Employee marry or reach the maximum age set by the insurance company. The Employer will continue payment of its portion of the Employee's health and dental insurance premiums for a period of ninety (90) days from the date of death, and thereafter the family may opt to continue the coverage at its own expense, or let it lapse.

Section 21.7 Health Insurance Benefits - Retirees.

(i) Eligibility for Retiree Health Insurance Benefit: Employees with 20 years of continuous, full-time service with the District immediately prior to retirement and who retire and are drawing a pension under Retirement and Social Security Law or under the New York State Employees Retirement System (NYSERS) are eligible for retiree health insurance benefits as described in this Section. If Retiree has health insurance coverage through a spouse's carrier, through an employer other than the District, or by any other means and loses such coverage, Retiree is then eligible for Retiree Health Insurance benefits through the District so long as he otherwise qualified for such benefits at time of retirement under this collective bargaining agreement.

- **Retiree Health Insurance:** Eligible retirees may elect a single, two-person, or family plan as provided by the carrier. Health insurance premiums include dental care, if applicable.
- **Cost of Retiree Health Insurance Premium:** For employees that elect to retire from service with the Henrietta Fire District, the District will pay the health insurance premiums for an eligible Retiree until the Retiree is Medicare eligible. Costs for retiree health care premiums shall meet the following conditions;
- For employees that elect to retire and have earned 20-24 years of service with the Henrietta Fire District, the District will pay 75% of the health care premium for

which the retiree is enrolled.

- For employees that elect to retire and have earned 25-29 years of service with the Henrietta Fire District, the District will pay 85% of the health care premium for which the retiree is enrolled.
- For employees that elect to retire and have earned 30 or more years of service with the Henrietta Fire District, the District will pay 100% of the health care premium for which the retiree is enrolled.
- When the retiree reaches the age where he/she is eligible for Medicare, the District will pay 100% of the premium for Supplemental Medicare Insurance coverage. This benefit applies to the single or two person plans only.
- In the event one or more covered persons on the retired member's plan become eligible for Medicare, those persons will be switched to the Medicare and/or Medicare Supplemental insurance plan. The remaining covered persons shall continue to receive medical insurance benefits, at the same rate and contributory percentage as defined above, as long as they remain eligible for such coverage.
- Upon the passing of a retiree, the surviving spouse will be eligible to continue coverage for up to six (6) months. Employee/employer contributions will remain the same. After six (6) months, the surviving spouse can elect to continue coverage with no financial contribution for the Fire District.

ARTICLE 22 DEATH BENEFITS

The Employer will provide, throughout the length of this Agreement Term Life Insurance coverage, for each Employee, in the amount of \$175,000. The cost of said coverage shall be paid in full by the Employer.

The Employer will make available the family coverage to each Employee. The cost of the additional coverage shall be the responsibility of the Employee.

Upon an Employee's death, medical or disability separation from service, the Employer shall pay the Employee or Employee's beneficiary, or the estate, all wages and leave benefits owed to the Employee, for the year in which the separation occurs. This payment will be at the Employee's current pay rate and will be paid within thirty (30) days.

Article 23

RETIREMENT PLAN

Firefighters, Firefighter/Mechanics and Lieutenants

All Firefighters, Firefighter/Mechanics, and Lieutenants hired prior to or under this agreement shall be eligible for coverage under Retirement and Social Security Law Section 384-e, according to the terms and conditions of such plan.

Public Safety Dispatchers

For Public Safety Dispatchers the retirement plans now in effect under the New York State Employees Retirement System (NYSERS) shall be continued.

Upon the request of either party, the Employer and the Union agree to reopen contract negotiations on any early retirement incentive plan offered after January 1, 2010 to Public Safety Dispatchers by the New York State Employees Retirement System. Such re-opener shall be limited to negotiation of the retirement incentive plan alone, and shall affect no other provision of the collective bargaining agreement.

Article 24

RULES AND REGULATIONS

The Employer retains the sole discretion to adopt rules and regulations for the operation and administration of the Henrietta Fire District. The Employer 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.

Before adoption of a new or revised rule or regulation that affects an Employee or group of Employees covered by this agreement, 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 Employer's unilateral right to implement the new or revised rule or regulation. The Employer will, where practical, allow ten (10) days prior to enacting such changes.

Article 25

UNIFORMS AND EQUIPMENT

The Employer shall provide work uniforms for all Employees. Whenever possible, all Firefighter's uniforms shall meet the requirements of the NFPA Station Wear standard. The employer may deviate from the NFPA Station Wear standard if the alternative uniform is mutually agreeable to both parties. Uniforms should be issued upon start of employment, or as soon as possible after start date.

Firefighters will receive a complete issue of turnout gear. Such gear shall meet or

exceed OSHA and NFPA Standards for Firefighter protective clothing and safety equipment.

While on duty, all Employees will wear the issued uniform as required. The Employee agrees to maintain and properly clean all issued equipment and uniforms.

Replacement for worn, damaged and permanently soiled equipment shall be made after inspection by the Shift Officer. Before replacement equipment is issued, the worn, damaged or permanently soiled equipment will be turned in to the Shift Officer.

Upon leaving the employ of the Employer, the Employee shall return all inventoried equipment issued to the Employee. It is agreed and understood that the Employee shall not be entitled to receive payment of any and all final compensation from the Employer until all inventoried equipment is returned to the Employer. It is further agreed that an annual inventory shall be done of all inventoried equipment

Article 26

JURY DUTY

Employees shall be granted a leave of absence with pay, when they are required to report for jury duty or grand jury duty. An Employee must notify his immediate supervisor no later than his or her first scheduled shift following the receipt of notice of selection for jury duty or examination, and must provide proof of the necessity of such service. Employees that are scheduled to work the night shift, and are discharged from jury service prior to noon, are expected to return to work for their scheduled night shift. Otherwise employees are required to return to their regular work schedule the day after their jury service is concluded.

An Employee on jury duty shall receive his or her regular pay for the duration of the jury service. Any and all allowances made to the juror for his or her service, shall be forfeited to the Employer.

Article 27

DEFERRED COMPENSATION

The Employer agrees to sponsor and act as the administrator of a Deferred Compensation Plan. The plan shall meet the State and federal requirements for such and be agreed upon by the Association.

Article 28

IRS SECTION 125 FLEX SPENDING PLAN

The Employer agrees to sponsor and act as the administrator of an IRS Section 125 Flex Spending Plan. The plan shall meet State and federal requirements and shall otherwise be administered by the Employer, at its discretion.

Article 29

RETIREMENT AGE

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

Article 30

NO WORK INTERRUPTION

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 Henrietta Fire District.

The Union recognizes that Employees of the Employer are “public employees”, and the provisions of law applicable thereto, which prohibits strikes, failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in conditions or compensation or the rights privileges or obligations of employment.

Article 31

RELATIONSHIP OF STATUTE TO AGREEMENT

The Employer shall maintain all the powers and duties accorded to it under Town Law, as amended from time to time, and in the event of any conflict between said Town Law 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 an Employee either individually or under the Association, to the Fire District, as the Employer, the provisions of this Agreement shall prevail. 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 32

MANAGEMENT RIGHTS

The Association recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are and shall remain exclusively those of the Employer. Not by way of limitation of the foregoing, the Employer retains the sole right to decide the number and location of the operations to be conducted and rendered; the methods, processes and means to be utilized; the control of buildings, real estate, materials and equipment; to maintain order and efficiency; to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualifications of Employees; to determine the hours of work and to enforce rules and regulations for the conduct of Employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article or section of this Agreement. In exercising these rights the Employer shall comply with all applicable laws.

Article 33

SECTION 204 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 34

CIVIL SERVICE LIST

The Employer agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule an examination for the ranks of Firefighters, Fire Lieutenants, Fire Captain, and Public Safety Dispatcher so that a list for each position will be available through the period of this Agreement. The Employer will make reasonable efforts to accommodate time off requests for employees taking promotional examinations and will ensure that an Employee taking a promotional examination does not incur loss of work time.

Article 35

PHYSICALS

All Lieutenants, Firefighters and Public Safety Dispatchers shall receive an annual physical examination from an Employer designated health care facility at Employer expense in order to ensure that each such Employee is able to perform the

duties of his or her position. All Lieutenants and Firefighters-must meet the requirements for interior firefighters as set forth in NFPA 1582 2000 Standard. The Public Safety Dispatchers must meet the physical requirements for public safety dispatcher, as set forth by the Employer.

Any Employee not meeting the Employer's requirements at his or her annual examination shall have the opportunity to be reexamined as soon as scheduling allows, for the necessary requirements. If upon completion of a second examination the Employee does not meet the requirements, he or she will be referred to his or her personal physician for appropriate medical treatment/guidance in order to rectify the situation.

Except for an Employee eligible for benefits under Section 17.1, any Employee that does not pass such annual physical examination and thereby not meeting the Employer's requirements for his or her position by reason of a disability shall be placed on authorized medical leave without pay for a maximum period of six (6) months. Said Employee shall be entitled to all accrued sick time, vacation time and/or long term disability provided by the Employer. Upon the advice of his or her physician, an Employee may, at any time during the six month period request to be reexamined in an attempt to pass the portion of the initial physical examination that was failed. If the Employee passes that examination, then he or she shall be placed back on active duty as soon as possible after the necessary documentation is received by the Employer.

At the end of the first six (6) month period of authorized medical leave as set forth hereinabove, any Employee that has not yet returned to active duty shall be given a second examination by the Employer designated health care facility. Employees that do not yet pass the physical examination shall be given additional unpaid authorized medical leave up to a maximum period of six (6) months. Any Employee qualifying for a second six (6) month period of time shall be given a third physical examination at the end of the second six (6) month period unless sooner requested by the Employee. Any Employee not passing this examination shall be terminated and his or her position filled by permanent appointment.

Any such Employee terminated as aforesaid, may, within one (1) year after the termination of such disability, make application to the Employer for a medical examination to be conducted by the designated health care facility. If, such individual passes and is determined to be physically able to perform the duties of his or her former position, he or she shall be reinstated to his or her former position, if vacant, or to a vacancy in a similar position or in a lower grade in the same field. If no such vacancy exists, or if the workload does not warrant the filling of such vacancy, the name of such individual shall be placed on a preferred list for a period of four (4) years. In the event such person is reinstated to a position in a grade lower than that of his or her former position, his or her name shall be placed on the preferred eligible list for his or her former position or any similar position.

While on authorized medical leave as defined herein, an Employee will continue to

receive all health insurance, life insurance and retirement benefits allowed to all Employees of his or her position. An Employee on authorized medical leave shall not accrue any additional sick leave, vacation time and/or any other benefits provided for in this Agreement.

Article 36

DRUG AND ALCOHOL TESTING

The Employer agrees to accept, and adopt into the Standard Operating Guidelines, Appendix A titled "Henrietta Fire District Drug and Alcohol Testing Policy and Procedures", which is hereby incorporated by reference. The Employer further agrees that the Drug and Alcohol Testing Policy will remain unchanged throughout the term of this Agreement as defined in Article 41. Nothing contained in this Article shall prevent either the Association or an Employee from maintaining a grievance claiming that the Drug and Alcohol Testing Policy has been incorrectly or unfairly applied.

Article 37

PERFORMANCE REVIEWS AND PERSONNEL FILES

An Employee may see his or her personnel and medical files, which are maintained by the Employer, upon written request to the Personnel Committee. If an Employee wishes to answer, add, or supplement any material found in his or her personnel file, the Employee may do so and his or her written statements shall become part of the personnel file. Requests for such viewing must be honored within fifteen (15) days of such request. All employees' personnel files must be purged of any counseling memos that are over 24 months old, as well as any written reprimands that are over 60 months old, providing a repeat offense or other act that would warrant an extension has not occurred.

An Employee may submit a written request for a copy of any and all material in the Employee's medical or personnel file, and upon request, the Employer shall provide such copy within fifteen (15) days.

Article 38

SALARY

Section 38.1 Salaries and Wages.

Rotation Personnel. All Firefighters and Lieutenants assigned to work the rotation schedule shall receive an annual salary according to the salary schedules set forth below. The salary set forth below compensates such Employees for all regularly scheduled working shifts up to a maximum of forty-eight (48) hours in an eight (8) day period. Such Employees shall also receive overtime and premium pay as provided in

Article 14.

Staff Personnel. All Firefighters and Lieutenants assigned to work a staff / flex schedule outlined in Article 11 shall receive an annual salary according to the salary schedules set forth below. The salary set forth below compensates such Employees for all regularly scheduled working shifts up to a maximum of forty (40) hours in a four (4) or five (5) day period. Such Employees shall also receive overtime and premium pay as provided in Article 14.

Firefighters				
	2014 (1%)	2015 (1.5%)	2016 (2%)	2017 (2.5%)
Length of Service				
Start	45586	46270	47195	48375
End of 12 months	51798	52575	53627	54968
End of 24 months	58013	58883	60061	61563
End of 36 months	64224	65187	66491	68156
End of 48 months	70440	71497	72927	74750

Lieutenants				
	2014 (1%)	2015 (1.5%)	2016 (2%)	2017 (2.5%)
Length of Service				
Start	75380	76511	78041	79992
End of 12 months	80320	81525	83156	85235

Dispatchers				
	2014 (1%)	2015 (1.5%)	2016 (2%)	2017 (2.5%)
Length of Service				
Start	18.72	19.00	19.38	19.86
End of 12 months	21.20	21.52	21.95	22.50
End of 24 months	23.19	23.54	24.01	24.64
End of 36 months	25.64	26.02	26.54	27.20
End of 48 months	28.13	28.55	29.12	29.85

Section 38.2 Longevity.

Longevity shall be based on the original date of employment and shall be paid in one lump sum in the first pay period following the Employee's anniversary date each year. Longevity shall be based on the following schedule:

5 to 9 years of service	\$650
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10 to 14 years of service	\$1300
15 to 19 years of service	\$1950
20 to 24 years of service	\$2600
25 or more years of service	\$3250

Section 38.3 Incentive.

Educational incentive pay for Firefighters, Lieutenants and Dispatchers shall be paid the first pay period in June. EMT incentive pay for dispatchers shall be paid the first pay period in December. Incentive pay shall be paid in accordance with the following:

Incentive Pay				
	2014	2015	2016	2017
Associates Degree*	\$1250	\$1250	\$1250	\$1250
Bachelors Degree*	\$2000	\$2000	\$2000	\$2000
Dispatcher EMT	\$1250	\$1250	\$1250	\$1250

* -- Degrees in Fire Science, Fire Protection Technology, Public Administration, or other fire/EMS related fields, must be approved and completed through a state or nationally accredited institution. Incentive pay applies to only one degree.

These incentives shall start on the next full payroll period following the presentation of official documentation of the degree to the Employer.

Article 39

FIRE LABOR / MANAGEMENT COMMITTEE

The Employer and the Association recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Fire Labor-Management Committee.

The Committee shall consider and may recommend to the Employer's Board of Fire Commissioners changes in the working conditions of the Employees, including, but not limited to, training, health, and safety issues. The Committee will facilitate improved Labor-Management relationships by providing a forum for free discussion of mutual concerns and problems which may include discussion of the implementation of major new Employer programs or substantial modifications of existing Employer programs that will have significant impact on work schedules or duties. Matters subject to the grievance procedure contained in this Agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter. Similarly, submission of a matter to the Committee shall not affect or modify the rights of any party under this Agreement

The Committee shall consist of six (6) members. The President of the Association

or his designee shall serve on the committee. The President of the Association shall select two additional members to serve on the committee and may designate one alternate to serve in this member's absence. The Fire Chief and the Chairman of the Employer's Board of Fire Commissioners and one other District member shall serve on the committee. The Chairman of the Employer's Board of Fire Commissioners shall designate one alternate member to serve in this member's absence. Members shall serve for the term of this Agreement, provided, however, that the appointing party may remove members he or she has appointed at any time. The appointing party shall fill vacancies.

The Committee shall select a Chairman from among its members at each meeting. The Chairmanship of the Committee shall alternate between the members designated by the Employer and the members designated by the Association. The Committee shall meet a minimum of every three months. This schedule may be deviated from if mutually agreed to by both parties. Representatives of the Association on the Committee who are Employees shall not lose pay or benefits for meetings mutually scheduled during their duty times.

The Committee may, if it deems proper, suggest recommendations to the Employer's Fire Chief and/or Board of Fire Commissioners for their consideration and determination. The Committee shall act exclusively in an advisory capacity, and shall have no power to modify any term of this Agreement.

Article 40

SAVINGS CLAUSE

If any provision of this Agreement is found to be in contravention of any applicable law, such provision of this Agreement shall be invalid and superseded by the applicable law. All other provisions of this Agreement shall continue in full force and effect and shall not be impaired or affected by such invalidity.

Article 41

TERM OF AGREEMENT

The provisions of this Agreement shall become effective January 1, 2014, and shall continue in full force and effect until midnight, December 31, 2017, 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 20, 2016, 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 twentieth day of September in any subsequent year.

HENRIETTA FIRE DISTRICT

By:

Name: _____

Title: _____

Date: _____

HENRIETTA PROFESSIONAL FIREFIGHTERS AND DISPATCHERS
ASSOCIATION, IAFF LOCAL 3738

By:

Name: _____

Title: _____

Date: _____