

**LABOR AGREEMENT**  
**BETWEEN THE**  
**NORTH GREECE FIRE DISTRICT**  
**AND THE**  
**NORTH GREECE CAREER FIREFIGHTERS' ASSOCIATION**  
**(IAFF 3827)**

**JANUARY 1, 2012 TO DECEMBER 31, 2014**

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## **PREAMBLE**

This Agreement is entered into between the North Greece Fire District (hereinafter the "District") and the North Greece Career Firefighters' Association, International Association of Fire Fighters Local #3827 (hereinafter "Union") for the purpose of establishing wages, hours and other terms and conditions of employment for members of the bargaining unit, and to establish a procedure for the resolution of disputes regarding the application or interpretation of this Agreement.

## **ARTICLE I UNION REPRESENTATION STATUS**

The bargaining unit shall include all full-time personnel holding the civil service classification of firefighter for the North Greece Fire District. Excluded from the unit are all Chiefs, Assistant Chiefs, Captains, Lieutenants, dispatchers, and all other employees of the District.

## **ARTICLE 2 UNION DUES AND AGENCY FEE**

2.1 As long as the same is required by law, employees shall be required to pay a uniform amount of representation costs, whether or not they choose to become and remain members of the Union.

2.2 Agency fee deductions, and membership dues and assessments for those who choose to be Union members and have executed written authorization forms, shall be deducted bi-weekly and forwarded to the Union designee within thirty days following the month during which the deductions are made. In the event a Union member submits a written revocation of his dues deduction authorization to the District, such revocation shall be honored, but the District shall thereafter implement the required agency fee deduction.

2.3 Any employee may demand that he be refunded a pro-rata share of any Union expenditure in aid of activities or causes of a political or ideological nature which are only incidentally related to the terms and conditions of employment, and the Union shall maintain and implement a procedure which provides for any such refund which is requested.

2.4 The Union shall indemnify, defend and hold harmless the District with respect to any claim rising out of the deductions and transmittal of fees and dues in accordance with the provisions of this Article.

2.5 The Union may change the amount of dues deducted upon written notice to the Board of Fire Commissioners. The new dues deduction will take effect during the pay period following receipt by the Board of Fire Commissioners of the written notice.

## **ARTICLE 3 NON-DISCRIMINATION**

3.1 References in this Agreement to the male gender shall be construed to include both male and female employees.

3.2 The District and Union agree to refrain from any unlawful discrimination with regard to race, creed, color, sex, age, national origin, marital status, arrest record or disability,

as provided under federal and state laws, rules and regulations. In the event of a discrimination claim by an 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.

3.3 The District and Union shall refrain from discrimination because an employee has engaged in or refrained from engaging in any Union activities or Union membership. Any claim of such discrimination shall not be subject to the grievance procedure, but may be submitted to the exclusive jurisdiction of the Public Employment Relations Board.

#### **ARTICLE 4 UNION RIGHTS**

4.1 All Union business will be conducted outside of the scheduled working hours for the employees involved.

4.2 Where required Union business conflicts with scheduled work time, the District will accommodate absence, to the extent possible, by shift trading and creative scheduling, without incurring additional expense to the District. This shall include time needed for collective bargaining. Ten calendar days advance written notice shall be provided to the Assistant Chief for required Union business, which may be excused for emergency situations or in the Assistant Chiefs discretion when scheduling allows.

4.3 The Union may place a bulletin board in each fire station, in an approved area accessible to employees but not in an area frequented by the public. The Union will ensure that no material is placed on this bulletin board which is derogatory of the District, its employees or its volunteer personnel. Except for the bulletin board discussed above, the Union shall not place or display any Union related materials on the District's buildings, vehicles, fire apparatus, or any other property of the District without the express written permission of the District.

4.4 The District will establish and update as necessary a seniority list for employees. Upon request, the President of the Union shall be entitled to information concerning appointments, promotions, transfers, discipline, leaves of absence, layoffs, recall or serious injury relating to any member of the bargaining unit.

4.5 Once each calendar quarter, or more frequently upon mutual consent, the Union may request a Labor/Management meeting to discuss matters of mutual concern relating to the operations of the Fire District as they pertain to the members of the bargaining unit. Such meetings shall be held at a mutually agreeable time and place, and the District will adjust schedules to avoid interruption of working time. Such meetings shall not be for the purpose of negotiations, and if any agreements are reached, they must be reduced to writing and shall be subject to ratification by the full Board of Fire Commissioners and Union membership.

4.6 The Union President and/or his designee will be allowed a maximum of 50 hours per year release time for Union business. Such time must be taken in at least 4 hour blocks and with at least 10 days written request to the Assistant Chief, which shall be granted unless there are personnel shortages. The advance request may be waived by the Assistant Chief.

## **ARTICLE 5 MANAGEMENT RIGHTS**

5.1 The District retains the sole right to adopt rules and regulations and standard operating procedures relating to the operation and administration of the Fire District, and to amend, modify or delete any such rules, regulations or procedures from time to time; provided, however, that no such rule, regulation or procedure shall contravene the specific language of any Article or section of this Agreement. In addition, when a new or revised rule or regulation affecting working conditions is implemented, the President of the Union shall be provided with the proposed rule at least 7 days prior to the proposed change or addition so the Union President may consult with members to gain their response on the proposed change or addition. He may then be given an opportunity to present comments and input thereon. Nothing contained in this Section shall prevent an employee from maintaining a grievance claiming that a rule or regulation affecting his wages, hours or conditions of employment has been unfairly or discriminatorily applied.

5.2 The District retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the 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 determine whether and to what extent the work required in supplying its services shall be performed by employees covered by this Agreement, 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.

5.3 The management rights of the District include any and all powers and authorities held prior to entering into this Agreement, including all rights under common law and under the laws of the State of New York or of the United States, except as the same may have been specifically abridged, delegated, granted or modified in a lawful manner through a specific Article or section of this Agreement.

5.4 Any failure by the District to exercise a particular management right, or the exercising of such right or function in a particular manner, does not constitute a waiver to exercise such right or function in the future, provided that it is not in conflict with a specific Article or section of this Agreement.

5.5 The Union reserves its right to seek negotiations over the impact of any change or proposed change in any fundamental term and condition of employment that is a mandatory subject to bargaining under law.

## **ARTICLE 6 SENIORITY, PROMOTION, LAYOFF/RECALL**

6.1 Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a laborer or firefighter. An employee's seniority shall be suspended, but not broken, by any leave of absence in excess of thirty calendar days, or by transfer to a position with the District outside the bargaining unit. In the case of employees with the same start date, the tie shall be broken by position on the civil service list (if applicable), or the date of

appointment, or alphabetically. An employee who resigns or is terminated shall lose his seniority, except as may be required under the Civil Service Law or Military Law.

6.2 The District shall post promotional opportunities at least fifteen calendar days prior to an appointment from an established Civil Service list. Provided that adequate coverage can be maintained, the District will allow employees to trade shifts, use vacation, or take an unpaid leave for the purpose of taking a promotional exam.

6.3 All layoff, recall and bumping rights, and any remedies relating to claimed violations thereof, shall be administered according to the provisions of the Civil Service Law relating to competitive class employees.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

7.1 A grievance is defined as a dispute or controversy arising out of the application or interpretation of any provision of this Agreement, but shall not include any matter reviewable pursuant to any other law or procedure, including the Civil Service Law and Section 75 thereof which shall apply to the discipline and discharge of employees.

7.2 The procedure contained in this Article shall be the exclusive method of resolving a grievance. The filing of a timely grievance at the initial stage shall be a condition precedent to arbitration, and the failure of the employee or Union to appeal to the next stage within the time limits shall result in a dismissal of the grievance. The failure to answer a grievance in a timely fashion shall permit the grievant to appeal to the next stage as if the written decision had been delivered on the last day of the time limit. A grievance may be filed by an employee who is on a leave of absence or who has retired, but only if such grievance relates to an act or omission which is a recognized grievance under 7.1 and which occurred when the grievant was employed by the District.

7.3 Step 1. A written grievance, setting forth the provision of this Agreement involved, the time, date and circumstances of the alleged violation and the remedy requested, shall be submitted to the Assistant Chief within fifteen calendar days after the act or omission giving rise to the grievance. The claim shall be promptly reviewed by the Assistant Chief with the employee and his Union representative, and a resolution of the grievance, or a written decision denying the grievance, will be issued by the Assistant Chief within fifteen calendar days after the grievance was submitted.

7.4 Step 2. If the grievance is not resolved, a written appeal may be submitted to the Board of Fire Commissioners within fifteen calendar days of the Assistant Chief's decision. The Board and Fire Chief shall consider the grievance in executive session at the next Board meeting, or the Board may set a time and date for a grievance hearing within fifteen calendar days after such meeting. The Chief and Board shall render a decision in writing concerning the grievance within fifteen calendar days of the meeting, or after the hearing if one is held.

7.5 Step 3. The Union may appeal a decision of the Chief and Board to final and binding arbitration by submitting a written appeal to the Chief and Board within fifteen calendar days following their decision. The matter will then be submitted by the Union to the Public Employment Relations Board for the selection of an arbitrator in accordance with the PERB procedures. The arbitrator may decide only one grievance (except for cases with common facts), he shall have no power to add to, subtract from or modify any provision of this Agreement, and he may not award retroactive relief except in the grievance before him. All fees

and expenses of the arbitrator shall be shared equally by the District and Union, but all other expenses shall be borne by the party incurring them.

## **ARTICLE 8 DISCIPLINE AND DISCHARGE**

8.1 Where offered by the District and accepted by the employee, administrative command discipline may be imposed without the notice and hearing rights afforded under the Civil Service Law. The employee shall be entitled to request union representation before accepting command discipline, and the Union shall be given notice of any command discipline imposed. However, this command discipline shall not create a precedent for the District or the Union with respect to the discipline of any other employee.

8.2 An employee's right to Union representation at a pre-disciplinary interview or interrogation shall not apply to written or verbal counseling of a corrective nature, provided that such counseling shall not be considered formal discipline. The Union shall be provided a copy of any counseling memo.

8.3 All disciplinary action shall be conducted in accordance with the procedures and requirements of Section 75 of the Civil Service Law, except for administrative command discipline as set forth above. The appointed Hearing Officer shall not be an employee or member of the District.

## **ARTICLE 9 WORK SCHEDULE AND OVERTIME**

9.1 Firefighters at all stations will be assigned to work a rotation of two 10 hour day shifts, followed by two 14 hours night shifts, followed by four days off, for an average of 42 hours per week. In addition, some employees may be assigned to a 10 hour day shift with consideration being given to senior members to remain on the day/night rotation. This may include assigning new firefighters to straight day schedules, with the flexibility to move these firefighters to fill shortages in the schedule. Shift starting and stopping times, or rotation changes, shall be implemented only after advance notice and discussion with the Union and employees involved. In the event of operational changes, equipment changes or new or different station locations, schedule changes will only be implemented after discussion with the Union and at least 30 calendar days notice, but average weekly work hours will not exceed 42 without prior agreement.

9.2 Employees shall be entitled to overtime pay at their regular rate for hours worked in excess of normally scheduled shift assignments, but shall receive time and one-half for any hours exceeding 192 in a 28 day period. The 28 day period shall coincide with the established pay periods, except that employees assigned to a straight day shift rotation shall be entitled to time and one-half for hours exceeding 48 in a seven day period. In the event of a recall to duty, or for District required appearances in court or before an agency, the employee shall receive two hours minimum pay. No additional pay shall be provided for less than 15 minutes of time worked before or after a regular shift, and the minimum pay for such additional time shall be 1/2 hour's pay.

9.3 Additional work made available to employees shall be distributed on an equitable basis and balanced, to the extent possible, during the year, taking into account the skills and abilities required for the additional work. The Assistant Chief will maintain and make available to the Union a rotation list evidencing these assignments. An employee offered and refusing

additional work will be considered to have taken such work for purposes of the equitable distribution.

9.4 Unit members who work hours in excess of their regularly scheduled hours during a 2 week pay period may elect to receive contractual compensatory time off in lieu of wages for the additional hours worked. The compensatory time off will be awarded at the rate of one hour of compensatory time off for each hour of additional work. No unit member will be allowed to accrue more than 48 hours of compensatory time off and all accrued but unused hours of compensatory time off will be cashed out at a straight time rate at the end of each calendar year. No unit member may elect to receive contractual compensatory time off for any hours worked in excess of 192 in a 28 day period.

A. Unit members electing to receive contractual compensatory time off in accordance with the above paragraph must provide notice of that election to the Assistant Chief or other individual designated by the District either electronically using the District's payroll or scheduling software, or by submitting a completed request form, which will be developed by the District. Such notice must be provided by the employee in a timely manner so as not to impede or impact the District's ability to process payroll. Failure to provide the required notice will result in the time being compensated regularly in wages.

B. Unit members wishing to take compensatory time off must submit a written request to the Assistant Chief or other individual designated by the District at least 48 hours prior to the requested time off. Requests for compensatory time off will be granted unless there are personnel shortages. The requirement to provide at least 48 hours notice may be waived by the Assistant Chief or other individual designated by the District.

## **ARTICLE 10 HEALTH INSURANCE**

10.1 Effective January 1, 2012, the District will offer coverage under Simply Blue HDHP. The District shall have the right to self-insure or substitute experienced rated or substantially equivalent plans (in terms of costs and benefits), provided that the Union will have the right to negotiate the impact thereof. For 2012, 2013, and 2014, the District's obligation shall be to pay 85% of the cost of the premium for Simply Blue HDHP at the appropriate coverage level (single, subscriber with spouse, subscriber with child, subscriber with children, or subscriber with spouse and one or more children), with the participating employee paying for any premiums exceeding this amount. The District will pay 80% of the premium costs for Dental Blue dental insurance plan, family, two-person, or single, or an equivalent dollar amount toward any other plan made available by the District. The cost of any premium increases on or after January 1, 2015 shall be split evenly between the District and the unit members, except as may be modified by an agreement of the parties.

A. On January 1, 2012, the District will contribute to a Health Reimbursement Arrangement/Account ("HRA") for each unit member participating in the Simply Blue HDHP in the amount of \$3,000 for a single plan and \$6,000 for a family plan. At the start of each subsequent plan year, the District will roll over any and all unused HRA contributions from the previous year and provide any additional contribution necessary to replenish the HRA to \$3,000 for a single plan and \$6,000 for a family plan. In no event will a participating unit member's HRA balance exceed the \$3,000 or \$6,000 balance stated above. (*See Example Below*). As set forth in the controlling HRA plan documents, HRA distributions may only be used to reimburse participating unit members for expenses subject to the deductible, coinsurance, and out of pocket maximum under the Simply Blue HDHP. The District's



obligation to contribute to an HRA will cease in the event that unit members no longer receive coverage under Simply Blue HDHP or an equivalent high deductible health plan.

*HRA Example: For the 2012 plan year, Firefighter Joe elected Simply Blue HDHP coverage for himself, his spouse, and his two children. At the start of 2012, the District established and contributed \$6,000 to an HRA for Joe. During the 2012 plan year, Joe receives \$2,000 in distributions from his HRA to cover copay and co-insurance expenses he incurred under the Simply Blue HDHP, leaving the HRA with a \$4,000 balance, which rolls over to 2013. At the start of 2013, assuming Joe retains the same coverage, the District will contribute \$2,000 to Joe's HRA, thus bringing the balance back up to \$6,000.*

B. A unit member who is eligible for coverage under a spouse's health insurance policy may accept such coverage in lieu of District coverage (unless prohibited under the spouse's terms and conditions of employment) and the District will reimburse the unit member for any premium contributions required for the spouse, not to exceed the District's premium contribution that would be made under the Agreement.

10.2 A unit member who retires under the New York State Retirement System directly after having served a minimum of twenty years retirement credit based upon service with the District will be entitled to retiree health insurance as follows:

A. Insurance is not available if the retiree is employed in a position that offers health insurance benefits;

B. The retiree is entitled to 60% of the benefit available to active employees until age 55; the same coverage as active employees between age 55 and age 65; and a medigap-type insurance policy thereafter, at 80% District paid;

C. The foregoing insurance will be continued for the spouse of a retiree who dies for three months;

D. If the total cost of health insurance for retired individuals that were employed by the District in the civil service classification of firefighter at the time of their retirement exceeds 30% of the amount contributed by the District for active unit members (such contribution to be computed as if all unit members receive District health insurance), the contributions for retiree health insurance will be reduced on a pro-rata basis so that the District cost does not exceed 30%.

E. A retiree eligible for coverage under a spouse's policy must accept such coverage in lieu of District coverage provided that the District will reimburse the retiree for any co-pay, not to exceed the amount available above.

F. A retiree who moves outside the Rochester Blue Cross/Blue Shield coverage area shall be entitled to a District contribution toward health insurance coverage under a plan or policy that is available in the area in which he or she resides, provided that the District contribution shall not exceed the amount otherwise available under this Agreement.

10.3 The Flexible Spending Account (FSA) plan, or its substantial equivalent, will be maintained by the District, and will be administered according to the terms of the plan and as

required by applicable regulations. New unit members will be eligible to join beginning with the month following completion of three months service.

10.4 The District will continue to make available an Employee Assistance Program (EAP) for unit members.

10.5 District contributions toward two-person or family health insurance coverage shall continue for a period of 120 days following the death of an active unit member.

10.6 If a firefighter suffers a line of duty death as defined by federal standards, spouse/dependent health insurance coverage shall be continued for one (1) year.

10.7 Starting on January 1, 2012, the District agrees to provide unit members that elect to participate in the Simply Blue HDHP with vision insurance coverage and to pay 100% of the cost of the premium for the offered vision insurance plan. The District's obligation to provide vision coverage at no cost to unit-members participating in the Simply Blue HDHP will cease in the event that the health insurance offered by the District also provides vision coverage.

10.8 The District will allow unit members to pay for designated Aflac insurance policies by deducting requested premium payments from unit members' paychecks transmitting such payments directly to Aflac at an address to be provided by the Union. Such deductions may be made on a pre-tax basis where the Union and Aflac have represented, and the District agrees, that pre-tax deductions are appropriate. Except as explicitly set forth above, the District has absolutely no responsibilities or obligations with respect to these policies. The District may cease to comply with this section in the event that compliance results in additional cost or work for the District. The Union shall indemnify and hold harmless the District with respect to any claim arising out of the deduction and transmittal of payments in accordance with the provisions of this Section.

## **ARTICLE 11 LIFE INSURANCE**

The current Universal Group Life Insurance plan in the amount of \$25,000 shall be continued for current unit members, with terms and conditions thereof subject to the provisions of the plan and conditions established through District policy. This benefit shall not be available to any unit member hired on a full-time basis by the District after July 1, 1999.

**ARTICLE 12  
COMPENSATION**

12.1 The following salary schedules will be applied to unit members during the term of this Agreement. No adjustments in salary will occur after the expiration date, except through negotiation or interest arbitration. Unit members hired before January 1, 2007 will advance on their anniversary dates each year to the next salary step until they reach the top after 60 months of employment for the District (see reference to previous step schedule to right of columns). Unit members hired on and after January 1, 2007 will be hired at the “start” rate and reach the top after 96 months. Advancement in the existing vertical salary steps based upon months of employment with the District will not be affected by the expiration of this agreement.

Firefighters

	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014	
Start	\$42,824	\$42,824	\$42,824	
12 Mo	\$46,382	\$47,310	\$48,256	
24 Mo	\$49,514	\$50,505	\$51,515	
36 Mo	\$53,777	\$54,853	\$55,950	Start
48 Mo	\$56,515	\$57,645	\$58,798	12 Mo
60 Mo	\$59,207	\$60,391	\$61,599	24 Mo
72 Mo	\$61,898	\$63,136	\$64,399	36 Mo
84 Mo	\$64,588	\$65,880	\$67,198	48 Mo
96 Mo	\$67,280	\$68,626	\$69,998	60 Mo

12.2 The following longevity payments will be incorporated into salary beginning with the payroll period following completion of the service requirements.

5 years service	750
10 years service	1,500
15 years service	2,250
20 years service	3,000

12.3 EMT Certification and Recertification is a required condition of employment and the stipend that was previously paid separately is now incorporated into the base pay set forth in the salary schedule. In 2012, unit members who volunteer for and obtain EMT-I Certification shall receive a one-time stipend of \$500.00. This stipend is in lieu of any overtime or compensatory time for EMT-I Certification or Recertification outside of working hours. The District reserves the right to select and approve those unit members who will be eligible for this stipend. No stipend for EMT-I Certification or Recertification will be provided after the year 2012.

**ARTICLE 13  
RETIREMENT AND DEFERRED COMPENSATION**

13.1 Employees are eligible for coverage under Retirement and Social Security Law Section 384-e, according to the terms and conditions of such plan.

13.2 The District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code Section 457), with participation, rights and responsibilities subject to the provisions of the Plan. The District shall have the right to design and administer this plan, and shall pay for the administrative costs thereof.

## **ARTICLE 14 VACATIONS**

14.1 Employees are entitled to the following paid vacation, based upon years of service as a full time employee of the District:

First through fourth years	84 hours (2 weeks)
Fifth through ninth years	126 hours (3 weeks)
Tenth through nineteenth years	168 hours (4 weeks)
Twentieth through thirtieth years	210 hours (5 weeks)
Thirty-first year and over	252 hours (6 weeks)

14.2 Vacations must be scheduled and taken on a calendar year basis. Vacation preferences covering at least 50% of vacation time must be submitted by March 1, and will be awarded by seniority, with the following conditions:

A. Any vacations requested during January and February will be on a first come/first serve basis and will be granted as scheduling allows;

B. Only one unit member may be on vacation at any one time, with day shift and night shift being considered separately;

C. No more than eight consecutive shifts may be selected as vacation preference at any one time, allowing less senior employees some opportunity for vacations during desirable times;

D. Any changes to any scheduled vacations must be submitted in writing to the Assistant Chief by the 15th of the month previous to the month in which the vacation was to be taken. The Assistant Chief, at his discretion, may modify this policy due to emergency or extenuating circumstances.

14.3 Any vacation not scheduled through the above procedure will be granted on a first come/first serve basis with at least 48 hours notice, and may be denied if there are personnel shortages.

14.4 A maximum of 48 hours of vacation may be carried over into a subsequent calendar year, except in the discretion of the Board of Fire Commissioners.

A. The District will pay wages, at a straight time hourly rate in effect at the time the vacation was earned, for all vacation time accrued in a calendar year that is in excess of the 48 hour contractual maximum that may be carried over to the subsequent calendar year. A unit member that wishes to carry over more than 48 hours of vacation time into the subsequent year must submit a written request to the Assistant Chief stating how many hours they wish to carry over and why the additional carry over is requested. The decision to approve or deny any request to carry over more than 48 hours of vacation time is left to the sole discretion of the Board of Fire Commissioners.

B. The payment for cashed in accrued hours of vacation will be issued as a part of the regular payroll check during the last pay period of the calendar year.

C. Unit members may also elect to cash in, at a straight time hourly rate, up to 48 hours of accrued vacation in June of each calendar year. Unit members wishing to exercise this option must notify the Assistant Chief or other individual designated by the District of the amount of hours of accrued vacation they wish to cash in by May 31<sup>st</sup> of each year. Such notice must be provided in writing. The payment for cashed in accrued hours of vacation will be issued as a part of the regular payroll check during a pay period in June.

14.5 Additional vacation accumulation as set forth in 14.1 above commences in the calendar year following the employee's anniversary date of eligibility for the increased vacation, provided that if the employee's anniversary date is prior to May 1, he will be granted two additional vacation shifts during the remainder of the calendar year, and if the employee's anniversary date is between May 1 and before September 1, he shall be granted one additional vacation shift before the end of the calendar year; provided further, that this shall only apply where the employee is earning an additional week's vacation at years five, ten, twenty and thirty-one.

14.6 Vacations selected as described in 14.2 may be rescheduled if personnel shortages occur, but in such instances the District will attempt to accommodate the unit member's request for rescheduling. The District will be responsible for reimbursing a unit member for any loss due to non-refundable expenses incurred if the District requires rescheduling of a vacation.

14.7 Upon termination, unused vacation will be paid, with the current year's allocation pro-rated, and any excess vacation taken to be deducted from final pay.

## **ARTICLE 15 HOLIDAYS**

15.1 The District recognizes the following days as official holidays: New Year, Martin Luther King, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas.

15.2 Unit members working rotation will receive holiday pay (84 hours) in the last pay period in October.

15.3 Upon resignation or retirement, the employee shall be paid for all holidays up to the date his employment ended.

15.4 A firefighter may only take a holiday as a vacation day if he submits the request as part of the 50% described in 14.2. The holiday shift is determined by the shift start time, that is, the night shift beginning on the day before the holiday is not considered the holiday even though it may overlap into the holiday, but the night shift beginning on the day of the holiday is considered the holiday.

**ARTICLE 16  
SICK LEAVE**

16.1 Income protection and medical benefits for work related illness and injury shall be provided under the General Municipal Law and Worker's Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws.

16.2 Unit members shall be allowed time off without loss of pay for non-service related illness and injury according to the following schedule:

0 - 6 months of service	Discretion of Commissioners
6 months completed to four years completed	3 months full pay/3 months half pay
5 or more years completed	6 months full pay/6 months half pay

16.3 A unit member's sick leave entitlement shall be reduced by the usage of sick leave. Once the entitlement is exhausted, it will not be renewed until one year has elapsed.

16.4 An employee absent for sick leave, whether work related or not, may not leave his residence during normally scheduled work hours without permission, except for required medical treatment for which advance notice shall be provided. In addition, a physician's statement containing a diagnosis of illness/injury and a prognosis for recovery will be provided whenever absence exceeds three consecutive day or night shifts.

16.5 Sick leave must be utilized in at least 4 hour blocks. A unit member must cooperate with all medical referrals and treatment, and must accept light or modified duty, if offered. Sick leave may be discontinued if the District physician determines there is no reasonable likelihood that the employee will be able to return to full duty without limitations, or with limitations acceptable to and approved by the Commissioners.

16.6 The District shall be entitled to reimbursement for sick leave from the employee or from a third party who is responsible for the loss of wages.

**ARTICLE 17  
LEAVES OF ABSENCE**

17.1 **Bereavement Leave.** A unit member will be granted time off without loss of pay for up to three consecutive shifts that may be scheduled on the day of the funeral and days immediately preceding or following that day for the death of a parent, step parent, sibling, spouse, child, stepchild, mother-in-law or father-in-law. Time off, not to exceed one shift, will be allowed for attendance at the funeral of an uncle, aunt, grandparent, grandchild, brother-in-law or sister-in-law. For hardship cases, a unit member may request the use of compensatory, vacation or unpaid leave time.

17.2 **Military Leave.** Leave for military service, including reserve duty, will be granted in accordance with the provisions of state law applicable to public employees.

17.3 **Court Leave.** A unit member will be granted release time without loss of pay when the District requires him to appear on behalf of the District during normally scheduled working hours. For such appearances during non-working time, the unit member may choose either pay or compensatory time for actual hours spent. For other court or administrative appearances for which a unit member is required to attend during scheduled working time, shift exchanges will be allowed where the appearance cannot be rescheduled.

17.4 **Jury Duty Leave.** Release time without loss of pay shall be allowed for two calendar weeks in any one year, provided the summons for jury duty is submitted promptly and the unit member cooperates with a request for the deferral of jury duty to avoid interruption with work schedules. A unit member on jury duty will report for work when his presence is not required by the court, unless he is released with less than 2 hours left on his scheduled shift, and a unit member working the night tour who must report for jury duty the following day shall be released by 11:00 p.m.

17.5 **Child Birth, Maternity/Paternity and Adoption Leave.** A unit member who becomes pregnant may use sick leave benefits for pregnancy and child birth disability. A unit member who becomes a father will be granted a maximum of 48 hours of release time without loss of pay during the cycle in which his child is born or the adoption becomes official. Any unit member who is the primary care giver for a newborn or for an adopted child two years of age or younger shall be granted up to two months of unpaid leave after the birth/adoption, during which time seniority and medical benefits shall continue, but no other pay or benefits shall accrue or be available.

## **ARTICLE 18 TRAINING AND EDUCATION**

18.1 Employees attending mandatory training programs will be granted release time from regularly shifts, or otherwise compensated for time spent in training.

18.2 Upon the submission of a proper application, and in the discretion of the District, an employee may receive reimbursement for tuition fees and printed materials relating to job-related courses at accredited local institutions, or through a quality correspondence institution if a local course is not available. Reimbursement is conditioned upon the successful completion of the course with at least a B or equivalent grade, and conditioned on the employee's written agreement to repay the District for any such reimbursement through deduction from final pay or otherwise, if his employment is terminated for any reason within five years of course completion, other than for reasons of death, permanent disability, or normal retirement.

## **ARTICLE 19 UNIFORMS**

Each unit member will be provided with appropriate uniforms which shall be properly maintained by the employee and replaced according to the District's replacement schedule under the Standard Operating Guidelines (SOG). Uniforms will only be worn on duty and for official functions. Personal fire attack/turnout equipment, including prescription safety glasses, will be provided. Safety shoes or boots will be provided every two years.

## **ARTICLE 20 SHIFT EXCHANGE**

20.1 Shift schedules are established on an annual basis, and employees are expected to work their regularly scheduled shifts, except with prior permission from the Assistant Chief.

20.2 In his discretion, the Assistant Chief may allow members to trade work shifts with another member of equal rank, but only under the following circumstances:

A. All requests for shift trades should be made on at least ten calendar days notice, although this may be excused by the Assistant Chief;

B. The employee originally assigned is responsible for making sure his replacement performs the work;

C. A shift trade is an exchange of working time only, and no compensation or other value may be paid;

D. A shift trade shall be a shift for a shift (day and night shifts being equal). No shift trade may result in any financial or hourly obligation to the District, including overtime or the hiring of part-time personnel;

E. With prior permission, the adjustment of relief time within two hours may be approved by the Assistant Chief as long as there is no negative impact on the District, and as long as this occurs infrequently and for legitimate reasons;

F. The decision of the Assistant Chief with respect to shift exchange and early/late relief will be final and not reviewable, except insofar as it is necessary to accommodate Union business absence under Article 4.2.

## **ARTICLE 21 MISCELLANEOUS**

21.1 **Out of Title Work.** A unit member may be assigned to work out of title, or by temporary appointment, at a rank lower than his current rank without loss of pay. If a unit member is appointed to act in a higher rank, he will receive the base pay for that rank, but not less than his regular pay.

21.2 **Mileage and Transportation.** Reimbursement for unit members who travel on District business shall be provided under District policies.

21.3 **Personnel File.** A unit member may be allowed to review non-confidential materials in the District Personnel and Medical files regarding his employment, upon fifteen calendar days advance written notice to the Assistant Chief. A copy of any document relating to conduct or performance will be provided without cost, and an employee may submit a written response to any material related to performance or conduct.

21.4 **Safety and Health.** The parties agree to work cooperatively to create a safe working environment for all unit members and for the protection of the public. Any alleged unsafe conditions shall be immediately reported, and the District will meet at reasonable times and places, at least quarterly, to discuss safety and health matters. Appropriate training, illness/injury reporting requirements, medical surveillance and physical fitness requirements will be maintained, and will be subject to review and modification by the District, with consultation and input from Union representatives.

21.5 **Drug Testing.** The District's current drug and alcohol testing policy applicable to unit members is set forth in its entirety as Appendix "1" and is incorporated into this agreement as if it was set forth more fully herein.



**ARTICLE 22  
DURATION AND CHANGES**

22.1 This agreement shall become effective on January 1, 2012, and it shall continue in full force and effect until December 31, 2104. If either party wishes to renegotiate the Agreement, written notice shall be given at least 120 days but not more than 180 days prior to its expiration, and if such notice is not given, the Agreement shall continue in full force and effect from year to year until said written notice is given prior to any subsequent expiration date.

22.2 If any provision herein is declared invalid or unenforceable by a court or administrative agency with appropriate jurisdiction, the remainder of the Agreement shall be continued in full force and effect as if the invalid or unenforceable provision had not been included.

22.3 As both parties agree that they had the full and fair opportunity to negotiate all mandatory subjects for bargaining, neither party will seek renegotiation during the term of this agreement except upon mutual consent.

22.4 Any amendments to this Agreement must be in writing, signed by a representative of each party and must be ratified by the Union membership and by the Board of Fire Commissioners.

22.5 The District shall supply a copy of this Agreement to each unit member.

**22.6 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

NORTH GREECE FIRE DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

NORTH GREECE CAREER FIREFIGHTERS'  
ASSOCIATION, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS LOCAL 3827

By: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX "1"

**NORTH GREECE FIRE DISTRICT  
STANDARD OPERATING POLICY**

**Date Created:** Dec 1, 1997

**Last Update:** 10/1/08

**Policy Number:** Admin 1311

**Subject:** Substance Abuse Policy

**Document Source:** Fire District

**Authorized By:** Board of Fire Commission

**Review Frequency:** Annually

**Reviewed By:** Board of Fire Commission 4/11

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**Policy**

1. All employees are strictly prohibited from having drugs or alcohol in their system (except for prescription drugs that do not cause impairment – See 5 below) and from using, possessing, concealing, manufacturing, transporting, selling, buying or promoting the sale of any drug and from using alcohol on the District's premises at all times, and off premises while they are performing duties and responsibilities within the scope of their employment with the District (such as education or training activities). The term "use" and "using" shall include being under the influence of any drug of alcoholic beverage, and not merely the physical act of taking the drug or alcohol into the body.
2. Any use of alcohol or a drug while off duty which subsequently impairs the employee's job performance or jeopardizes the safety of other employees or residents and inhabitants of the District shall not be tolerated. A positive test or refusal to test will be considered proof of impairment.
3. The term "the District premises" includes the District offices, parking lots, work locations, garages, desks, lockers, and any vehicle or work site (accident or fire scene) engaged in the District business.
4. Where the term "drug test" is used, the following substances will be tested for: amphetamines, cocaine, marijuana, opiates, phencyclidine (PCP), barbiturates, benzodiazepines, and methaqualone, and any additional substances as may be specified from time to time by U.S. Department of Transportation ("DOT") regulations 49 CFR part 40. All of the procedures specified in the DOT regulations (49 CFR part 382) including for example, but not limited to procedures for conducting and having a Medical Review Officer (MRO) review the test, the cutoff levels for a positive test, and requirements for testing after an employee returns to work, shall apply. The MRO is a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. North Greece Fire District will utilize the standard procedures of the testing contractor for positive results, additional testing, and recommendations for referrals for treatment.

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5. Any employee undergoing prescribed medical treatment with any drug that has the potential to impair a person's ability to fully function physically and mentally must give the District a letter indicating that their physician understands the content of the employee's normal job and that the drug prescribed will not impair the employee's ability to perform their job safely and effectively. If such treatment impairs the employee's ability to perform their usual work duties, the employee shall be expected to undergo a change in duties to accommodate this impairment. If such an accommodation cannot be made, the employees shall be placed on a medical leave of absence.

### **Parameters of Drug Testing**

Drug testing at North Greece Fire District may occur under four different circumstances:

- Pre-employment
- Post-accident
- Random
- Reasonable suspicion

Drug testing shall be done according to the Procedures for Transportation Workplace Drug and Alcohol Testing Programs set forth in the DOT regulations at 49 C.F.R. parts 40 and 382 (as amended).

### **Pre-employment and periodic required physicals**

All North Greece employees are required to complete drug testing as part of their pre-employment physical for paid or volunteer positions. All North Greece employees are required to complete drug testing as part of their periodic required physicals.

### **Post-accident**

Employees shall also be tested following a motor vehicle accident (other than a minor incident not involving personal injury and involving less than \$1,000 damage) with a District vehicle or whenever there is an indication that drug or alcohol use played a role in any accident or where injury to the employee or others has occurred.

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**Reasonable suspicion**

Employees may be required to undergo a drug or alcohol test if the District has a reasonable suspicion that the employee is impaired as a result of using a drug or alcohol.

A "reasonable suspicion" shall mean that evidence or information exists which appears reliable and discloses facts or circumstances which, taken together, would lead a reasonably intelligent person to suspect that the employee has used or is using drugs or alcohol. The District will provide supervisory personnel, line officers, with appropriate instruction on how to identify whether an employee may have used or be impaired by drugs or alcohol.

**Random Testing**

Employees shall be randomly tested according to the procedures set forth in 49 C.F.R. §382.305. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Each employee selected for random alcohol and controlled substances testing under the selection process used shall have an equal chance of being tested each time selections are made, and each employee selected for testing shall be tested during the selection period. Procedures for testing may include, but are not limited to: full-time or part-time employees sent for testing during normal working hours, and on-site testing of volunteers during meeting and/or drills.

Failure to comply with a request for substance screening will be considered an act of insubordination subjecting the employee to termination of employment.

Every employee tested for alcohol and drugs will be informed of the results in writing. Positive test results shall be communicated by the testing contractor to the employee and the District. Negative test results shall be communicated by the District as soon as possible after it receives results from the test contractor. Positive test results shall be confirmed by a test of the original split sample. An employee will be given the opportunity to explain positive results before any adverse employment action is made final.

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All records kept by the District pertaining to any alcohol and drug testing shall remain strictly confidential and will not be released to third parties without the written consent of the individual tested, unless relevant to legal proceedings or subpoenaed or as otherwise required by law.

Any employee who, as a result of testing, is found to have identifiable traces of alcohol, an illegal drug, or a non-approved prescription drug (see Policy, paragraph 5) in his/her system, regardless of when or where the drug or alcohol entered the employee's system, will be in violation of this policy and shall be subject to discipline, including discharge.

**Procedure**

1. If, under circumstances where there has been no incident, accident, or investigation which calls into question the employee's compliance with this policy, the employee admits to alcohol or drug use and requests assistance, the District will work with the employee in seeking rehabilitation.
2. Any supervisor who reasonably suspects an employee has reported to work or is working while impaired by any drug or alcohol must immediately notify the Chief or one of his or her Assistants, and remove the employee from duty.
3. Any supervisor who reasonably suspects that an employee is possessing, selling or using a drug or alcohol while on duty must immediately notify the Chief or one of his or her Assistants, or his or her designee on duty.
4. When an employee driving a District vehicle is involved in a motor vehicle accident (other than a minor accident as defined above), or where there is reasonable suspicion that drug or alcohol use played a part or when personal injury has occurred, this must be reported to the Chief or one of his or her Assistants, or his designee on duty immediately by any District personnel with knowledge of the incident.
5. It is the responsibility of the Chief or one of his or her Assistants, or his designee on duty to meet with the employee in a timely manner and discuss the suspicions of drug or alcohol use. The employee may at that time be required to undergo a drug or alcohol test.

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**Actions**

- A. If the employee admits a violation of this policy, appropriate disciplinary action will be taken in accordance the applicable procedures, Article 8 of the collective bargaining agreement for Local 3827 members, Civil Service Law Section 75, and/or Fire District SOP governing discipline or other appropriate documents.
- B. If the employee denies drug/alcohol use and refuses to participate in drug screening, he/she will be suspended pending further investigation, and shall be subject to discipline up to and including termination of employment in accordance with above mentioned procedures.
- C. If the employee denies drug/alcohol use and agrees to drug and alcohol screening, he/she will be taken immediately to be tested.

Employees suspected of violating this policy may be suspended pending completion of the investigation according to the District policy. Employees participating in drug or alcohol screening may be suspended without pay for paid employees or unable to participate in any North Greece activities for volunteers until test results are available. If negative test results are received, the employee shall be returned to duty. If employee was denied pay during suspension employee will be paid for work time missed during suspension.

When positive test results are received, the employee will be notified by the Chief or one of his or her Assistants, concerning the results and the District shall seek to discipline or terminate the employee in accordance with the appropriate discipline procedure.

**SUMMARY**

It is understood that each incident will be handled as a case by case basis. The primary goal of this policy is to protect the residents and inhabitants of the District and other employees from impaired employees. The intent of this policy is to help the employee receive treatment and return to work. However the District will take the steps necessary to accomplish the goal of providing a safe work environment.