

**AGREEMENT BETWEEN**  
**THE TERRYVILLE FIRE DISTRICT**  
**AND**  
**EMERGENCY SERVICES OF THE FIFTH DIVISION, IAFF,**  
**LOCAL 4875, A.F.L.- C.I.O**

**2012-2018**

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## **ARTICLE I**

### **GENERAL**

#### **SECTION 1 - RECOGNITION**

By order of the Public Employment Relations Board dated October 31, 2011, the International Association of Firefighters was designated as the exclusive representative for the bargaining unit therein for the purposes of collective bargaining with the Terryville Fire District. Thereafter, the Terryville Fire District voluntarily recognized the International Association of Firefighters, Professional Emergency Services of the Fifth Division, New York, Local 4875, IAFF as the exclusive representative for the bargaining unit.

#### **SECTION 2 - BARGAINING UNIT**

The bargaining unit shall consist of all full-time fire house attendants and automotive mechanics, full-time and regularly scheduled part-time custodians, EMT-CCs, paramedics and part-time fire house attendants, and any new job titled employees. Excluded from the bargaining unit are all annual appointed District employees, temporary employees, emergency replacement employees, clerical and office personnel employees and all non-salaried employees.

#### **SECTION 3 - FIRE DISTRICT SERVICES**

In the event that there occurs a substantial expansion of services beyond that currently provided by the District as of January 1, 2000, then in that event the District recognizes its duty to bargain with the Union concerning the impact of such service expansion.

#### **SECTION 4 - SAVINGS CLAUSE**

Should any part of this Agreement be declared unlawful or unenforceable by a final decision of the highest court of competent jurisdiction, the remainder of the Agreement shall remain valid and the parties shall promptly meet to negotiate a replacement clause.

**SECTION 5 - TAYLOR ACT PROVISION (SECTION 204a)**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

**SECTION 6 - DURATION**

This contract shall be effective as of January 1, 2012 and shall terminate December 31, 2018.

**SECTION 7 - MANAGEMENT RIGHTS**

The Union acknowledges that the Board of Fire Commissioners has the sole right of management and superintendence of the Fire District. Hence, unless expressly set forth herein, none of the terms and provisions of this Agreement shall be deemed or determined, nor have the effect in any way of interfering with, impairing nor limiting the exercise of the rights, duties, authority and obligations of the Board granted or imposed upon the Board by the laws of the State of New York and the United States.

Further, it is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency are solely responsibilities of the Board. Accordingly, the Board retains all rights, except as they may be specifically and expressly modified in this Agreement, including but not limited to, selection and direction of the work force; to suspend or discharge according to the provisions of this contract; to determine the qualifications for employment; to determine work standards and the quality of work; to determine services to be provided; to assign, promote or transfer; to relieve unit members from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision

necessary, equipment, methods, schedules and to purchase services of others, by contract or otherwise; to make reasonable and binding rules and policies which shall not be inconsistent with this Agreement; and to subcontract provided that staffing (number of positions) in effect on 1/1/2004 is not diminished.

**SECTION 8 - MISCELLANEOUS**

The Union and the Board subscribe to the principle that differences shall be resolved by the collective negotiations and the utilization of grievances procedures, without interruption of Fire District operations. Therefore, the Union and its membership agree that there shall be no job actions including, but not limited to, work stoppages or other concerted refusals to perform their duties. Furthermore, the Union, its agents and/or representatives, shall not urge, incite, nor instigate a job action including, but not limited to, work stoppages or other concerted refusals to work by its members.

**ARTICLE II**

**UNION STATUS AND RIGHTS**

**SECTION 1 - NON-DISCRIMINATION**

The Fire District shall not discriminate against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, membership in or participation in the Union or with the activities of the Union.

**SECTION 2 - DUES DEDUCTION AND REMITTANCE**

The Board shall deduct Union dues out of the current wages payable to each employee member of the Union who has so authorized, or hereafter so authorizes, the deduction. Such deduction shall be made upon the receipt of a duly-executed payroll deduction authorization of the employee, prepared by the Union. The dues deducted will be submitted to the Union by the fifteenth (15<sup>th</sup>) day of the following month. During each calendar year, additions to the list of

authorized membership dues deduction will be made if the Board receives the listing of the additions within sixty (60) days of the date of the employee's employment. Dues authorizations may be withdrawn at any time.

**SECTION 3 - AGENCY FEE**

The District agrees that no later than fifteen (15) days after the effective date of employment, each bargaining unit member who is not a member of the Union will pay to the collective bargaining agent each month a service charge toward the administration of this Agreement and the representation of such bargaining unit member; provided, however, that each bargaining unit member will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and monthly dues. The Union shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any agency fee. The District shall deduct such fee in the same manner the membership dues are deducted.

Any bargaining unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with the Union appeal procedures contained in separate Union document governing such appeals. The Union shall indemnify and save the District harmless from any claim against it by any bargaining unit member which may arise out of or by reason of the Board's compliance with any of the provisions of this section.

The Board shall immediately notify the Union of the employment of a bargaining unit member by mailing notice thereof to the Union offices.



**SECTION 4 - USE OF BOARD FACILITIES**

A. Bulletin Boards

Space on a bulletin board allocated for the utilization of the Union respecting its representation of unit employees shall be used for the purpose of posting notices and/or information relating to members of the instant bargaining unit. The District may post statutorily required notices thereon.

**SECTION 5 - UNION TIME**

A. Union Representative

The District recognizes the right of the Union to designate one Union Representative and one Alternate.

The authority of Union Representative and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities which may occur during lunch or breaks provided the orderly operations of the Fire District are not interfered with:

1. the investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3. the Union Representative may meet with the Union's International Representative when he is present at the employer's premises pursuant to Section B below and provided the orderly operations of the Employer are not interfered with.

B. International Representative

The International Representative of the Union shall be permitted access to all work areas under the jurisdiction of the Employer at reasonable times, provided he/she first checks in with the dispatcher who shall then notify the designated Employer representative. Such attendance on the employer's premises shall not interfere with the orderly operations of the Fire District, and in particular, when emergency calls are received, he/she shall leave the communications room.

**SECTION 6 - LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee shall be established consisting of two (2) members of the Board of Fire Commissioners and one (1) union representative and one (1) additional bargaining unit member appointed by the Union. The Committee shall meet periodically at a mutually agreeable time to review matters of mutual concern.

**SECTION 7 - UNION REPRESENTATIVE NOTIFICATION**

The Board agrees to furnish the Union Representative with a copy of all written communications of a disciplinary nature sent to the Union employees, and any policy changes that affect the terms and conditions of employment of bargaining unit employees.

**ARTICLE III**

**DISCIPLINE AND DISCHARGE**

**SECTION 1 - PROBATIONARY EMPLOYEES**

The probationary period shall be six (6) months.

The probationary period may be extended, with consent of the Union, for an additional six (6) month period of time.

**SECTION 2 - PROCEDURE FOR DISCIPLINE AND DISCHARGE OF NON-PROBATIONARY EMPLOYEES**

Section 75 of the Civil Service Law, as applicable, will be utilized in the discipline and discharge of employees, except that the District will not utilize as a hearing officer any employee of the District or any person who is a member of the Terryville Fire Department.

**ARTICLE IV**

**WORKING CONDITIONS**

**SECTION 1 - WORK SCHEDULE**

A. Fire House Attendants

1. The current work schedule, in effect on the date of execution of this Agreement consists of five (5) consecutive eight (8) hour days of work, assigned on a rotating basis, shall remain in effect for the term of this contract.

2. The assigned and rotating shifts are:

0700-1500  
1500-2300  
2300-0700

a. No overtime will result from work during the employee's regularly scheduled shift.

3. The foregoing shall include Saturday and Sunday shifts. There shall be at least forty-eight (48) hours off between shifts.

B. Mechanic

0700 - 1530, including an unpaid lunch period of one half (1/2) hour.

C. Custodian/Maintenance

0700 - 1530 including an unpaid lunch period of one half (1/2) hour.

D. EMT-CCs

There shall be two 12 hours shifts, Monday through Saturday, and two 8 hour

shifts on Sunday. Only one person per squad may be on vacation on a shift.

E. Shift Changes

The foregoing shifts may be modified by the Board, after consultation with the Union and upon three weeks notice to the affected employees.

**SECTION 2 - OVERTIME**

A. The provisions of the Fair Labor Standards Act shall be observed.

B. The current practice of including a scheduled overtime shift in the work schedule of fire house attendants shall be continued.

C. Shifts vacant due to the scheduled employee's absence may be assigned to temporary employees and emergency replacements, except that for the first day of the unscheduled absence, the first four (4) hours of the twelve (12) hour shift shall be offered as overtime to the employees, in seniority order, on the preceding shift. The balance of the eight (8) hours may be assigned to temporary employees or emergency replacements. If a determination is made to offer the work to bargaining unit employees, it shall first be offered to employees working the preceding shift. If that employee declines, it shall be offered to other bargaining unit members based upon seniority. If no bargaining unit members are available, the employees working the preceding shift may be required to work the vacant shift. During the implementation of the foregoing, the employees then on duty may be required to stay until a replacement arrives.

D. For those employees regularly scheduled to work on Monday to Friday, if called in to work on Sunday, he/she will receive double-time pay.

E. Employees who are called in for overtime must scan in, unless otherwise directed by the District Manager or his/her designee, and must scan out.

F. Employees entitled to receive overtime pay may bank same as compensatory time and will be permitted to use such time only with the express approval of the

District Manager or his/her designee. Any unused time at the end of the calendar year shall be paid to the employee.

**SECTION 3 - PAYDAY**

The official payday is the second Thursday following the work week ending the previous Sunday; however, should payday fall on a recognized holiday, the payday will be the previous day. The employee will be given a bi-weekly pay stub showing year to date totals.

**SECTION 4 - LUNCH**

The current practice with respect to lunch shall continue in full force and effect, except that the lunch period for custodians and the automotive mechanic shall be 11:30-12:00 except as otherwise approved by the District Manager or his/her designee. The Union acknowledges that during a lunch period fire house attendant unit members must answer calls, the telephone and respond to radio messages.

**SECTION 5 - BREAKS**

Each unit member will be entitled to two (2) paid ten (10) minute coffee breaks, one in the first four hours of a shift and the second in the last four hours of a shift.

During breaks, fire house attendants must answer calls, the telephone and radio messages.

Each unit member shall submit a schedule of selected break times to the Board for each three (3) shifts. The same shall be submitted annually, on a date approved by the Board.

It is understood that in the case of fire house attendants that the scheduled break may be interrupted by an alarm or radio call. In such cases, the fire house attendant shall be permitted break time after the alarm or call.

**SECTION 6 - CALL IN PAY**

Unit members called into work after departing their work place, to perform

emergency work, shall be guaranteed a minimum of four (4) hours of work at the rate of time and one half the employee's regular hourly rate of pay. A second recall occurring within four (4) hours of the first recall shall not be compensated until the four (4) hours is exceeded. If called in on holiday the rate is 8 hours for the day plus double time and one half for 4 hours.

## **SECTION 7 - VACATIONS**

A. All full time employees who are normally assigned to an eight hour day, forty hour week schedule are entitled to eight (8) hour paid vacation days to be accrued at the following rates:

1. Eight (8) hours per month from the date of employment until completion of five (5) years of employment;
2. Twelve (12) hours per month between five (5) and ten (10) years of employment;
3. Sixteen (16) hours per month after ten (10) years of employment;
4. When a holiday falls during a vacation period, an additional vacation day shall be granted, subject to scheduling approval by the District.

B. All vacation shall be requested in writing at least one (1) week prior to the requested time, except for circumstances of personal or family emergency or hardship.

C. A new employee shall not request vacation time for the first six (6) months of employment except for a personal or family emergency or hardship.

D. Employees assigned the same job function for the District may exchange working hours within the same payroll period at the mutual agreement of all concerned employees and with the prior approval of a District Manager or his/her designee. This exchange, if approved, will be for the convenience of the employee(s) and shall not result in overtime pay from the District. There

shall be no charge of vacation time against the employee if his/her shift, or portion thereof, is covered by mutual agreement among the employees. No employee shall work more than sixteen (16) consecutive hours.

E. Any conflict arising from two or more employees requesting vacation at the same time, or overlapping, time periods will be resolved by the Board based on seniority (length of employment) of the affected employees with the most senior employee getting first choice.

1. An exception to this policy is that no employee who has been given approval for vacation time as of a certain date will be forced to change his/her plans (“bumped”) on less than four (4) weeks’ notice prior to the approved start date.

F. An employee may request payment in lieu of unused vacation time accrued, but not for any advance vacation time. Payment shall be made at straight time of the employee’s rate of pay at the time of payment. (Maximum: twice per year).

G. Employees may not carry in excess of 192 hours of vacation over from one calendar year into the next. The employee will automatically be paid on the last payday of the year for any accrued vacation time in excess of the allowed 192 hours.

1. An exception will be made if the employee has requested vacation time and the Board was unable to grant it in the year requested. In this case, the employee shall have the option of being paid for the vacation time or carrying over the time into the following year.

2. Vacation time, once carried over into an ensuing year, must be taken as vacation time and cannot be cashed in, except for under the circumstances of F above.

H. “Vacation” checks will be issued the last banking day before employee leaves on vacation. This will take place only if employee notifies the BOFC one week prior to the date needed.

1. The District shall provide to each employee along with his or her

paycheck on the first pay period of each calendar month a printout showing accrued vacation, sick time and personal time.

**SECTION 8 - SICK LEAVE**

A. Sick leave credit will be accrued at the rate of four (4) hours per bi-weekly pay period.

B. An employee will be charged eight (8) hours for each eight (8) hours of scheduled work missed due to injury or illness.

C. Sick time may be accrued up to one thousand, two hundred (1200) hours.

D. Requests for sick leave will be directed to the District Manager or his/her designee.

E. Absence from work for an extended period of time due to injury or illness may be referred to the District's disability insurance carrier. The employee shall be expected to cooperate in filing the required forms promptly.

1. If the District recovers sick time payments to the employee through the disability claim, the prorated value of that recovery will be reaccredited to the employee's sick leave.

F. An employee absent from work due to a work incurred injury or illness that results in a Workers' Compensation claim shall not return to work until he/she provides the Board with written approval from the treating physician.

G. The District Manager or his/her designee may authorize an employee to take time off for a doctor or dentist visit if the appointment cannot be scheduled for the employee's off-hours. The coverage of the employee's shift must be provided by an employee approved by the District Manager or his/her designee. Employees shall use their best efforts to schedule all medical appointments during the employees' off hours. The time off will be denoted on the employee's



time card by a “D.” He/she will be paid for the time off and it shall be charged to sick leave.

H. Unit members will be granted an attendance bonus on or about January 15<sup>th</sup> of each year based upon the following schedule:

<u>Use of Sick Leave</u>	<u>Number of Hours that can be cashed in:</u>
0	56, then 84 after 5 years and 112 after 10 years
2	40, then 60 after 5 years and 80 after 10 years
3	24, then 36 after 5 years and 48 after 10 years
4+	0

However, employees may cash in no more than one-half of their accumulated sick time, up to the maximums set forth above. Once “cashed in,” the sick leave may not be accumulated. If an employee has exhausted their personal days then in that event they may use a sick day to care for an ill family member, provided the District Manager or his/her designee is so notified, and in such case the use of sick leave shall be deemed use of sick leave for purposes of this clause.

I. When a unit member is absent from employment and unable to perform his/her duties as a result of personal injuries occurring in the course of his/her employment, for which injury he/she is eligible to receive workers’ compensation payments, as certified by the Workers’ Compensation Board, said unit member shall for any period for which compensation payments are made, excluding the statutory waiting period, have all sick days used restored by the District provided that the unit member endorses over to the District all payments made in lieu of salary by the Workers’ Compensation carrier.

J. Employees must call in sick to the District Manager or his/her designee at least one (1) hour prior to the beginning of their shift. If the District Manager or his/her designee is not available, a message shall be left, and the employee must then call in to dispatch.

Employees who become sick and must leave work prior to the end of their scheduled shift must notify the District Manager or his/her designee. If the District Manager or his/her designee is not available, a message shall be left, and the employee must then call in dispatch.

K. An employee may be required to submit a doctor's note after three consecutive work days missed due to illness, or if a sick day is taken before/after a holiday, vacation day, personal day, or on the same day the employee was denied the use of a vacation day or holiday, or if a pattern develops.

L. Employees out on sick leave must be at their home during regular working hours unless they have notified the District that they are leaving for a doctor's appointment or they have otherwise received permission to leave for some other reason.

#### **SECTION 9 - PERSONAL LEAVE**

All employees will receive twenty-four (24) hours of personal leave time per year, which will be pro-rated for new employees in their first year. Personal leave time will be credited as of January 1st of each year. Unused personal time at years end will be credited to the employee's accrued sick leave time. Employees shall notify the District Manager or his/her designee of personal leave request forty-eight (48) hours in advance when possible, except in case of an emergency.

#### **SECTION 10 - HOLIDAYS**

A. The Board recognizes the following days of the year as Fire District holidays:

1. NEW YEARS DAY
2. MARTIN LUTHER KING DAY
3. PRESIDENTS DAY
4. MEMORIAL DAY
5. INDEPENDENCE DAY
6. LABOR DAY
7. COLUMBUS DAY
8. VETERANS DAY
9. THANKSGIVING DAY

- 10. HALF DAY BEFORE CHRISTMAS (LAST WORKING DAY)
- 11. CHRISTMAS DAY

B. The holidays that occur on flexible dates shall be recognized on the dates scheduled as federal holidays. (Holidays 2, 4, 7, 9, 10, 11).

C. The most senior employee on a crew scheduled to work on a holiday shall be afforded the option of having the holiday off provided the District is able to find a temporary or emergency replacement to work, or if a full/part-time EMS employee volunteers to work. The union shall be responsible for providing the District with a list of those volunteers who wish to work on particular holidays. If a full-time EMS employee volunteers, he/she shall only receive time and one-half for working the holiday, and shall not receive any additional monies, other than the eight (8) hours holiday pay. If the senior employee on the crew decides to work on the holiday, the option to have the holiday off, provided coverage is secured as set forth above, shall then be offered to the next senior employee, and so on. The next time this crew is scheduled to work on a holiday, the option to have the holiday off shall first be afforded to the next most senior employee scheduled to work, and so on.

D. Off duty Firehouse Attendants shall receive eight (8) hours straight time pay for each full holiday (1, 2, 3, 4, 5, 6, 7, 8, 9, 11) that they are not scheduled to work. Off-duty Firehouse Attendants shall receive four (4) hours of straight time pay for each half-holiday that they are not scheduled to work.

E. It is possible that the dates recognized as holidays for the Firehouse Attendants may be different than the dates for mechanics, maintenance or custodial personnel. (Example: If Christmas occurs on a Sunday, the mechanics, maintenance and custodial employees will get Monday off as the holiday, but the Firehouse Attendants working Sunday would get the premium pay).

F. Employees entitled to receive holiday pay may bank same as compensatory time and will be permitted to use such time only with the express approval of the District Manager or his/her designee. Any unused time at the end of the calendar year shall be paid to the employee.

G. The Board will provide all employees with a list of the year's approved holidays prior to the start of each year.

H. When scheduled employee overtime falls on a holiday, employee will receive eight (8) hours holiday pay, time and a half for hours worked on overtime plus time and a half for working on a holiday. See Section 6 call in pay.

I. If a holiday falls on the employee's regular day off, the employee shall be paid for 8 hours for a full day holiday or 4 hours for a half day holiday. If an employee works on a holiday, he/she shall be paid time and one-half in addition to holiday pay of 8 hours for a full day holiday or 4 hours for a half day holiday. An employee who does not work his/her regular shift due to a holiday shall be paid for the number of hours that were scheduled to be worked.

## **SECTION 11 - JURY DUTY**

A. An employee who receives notice that he/she is to serve on jury duty shall be allowed to do so without prejudice or loss of pay or benefits. The employee shall receive eight (8) hours base pay for each day certified in writing by the Court as being on jury duty. Any travel expense monies received by the employee will not be deducted.

B. If an employee serving jury duty is released early any day by the Commissioner of Jurors or his designee, the employee shall report to work for the District for the remainder of the day.

C. The Board reserves the right to request that the employee would create a hardship on the District at the scheduled time.

**SECTION 12 - FIRE DEPARTMENT SERVICE**

A. An employee who is an active member of the Terryville Fire Department may leave his/her duties as an employee of the District to serve as a firefighter, medical aidman, or driver only upon the activation of a Signal 13, Signal 16, Signal 1 or a Signal 3 authorized by the senior officer in charge of the emergency, and with the approval of the District Manager or his/her designee, or in the absence thereof, the incident Commander. The employee shall not suffer any loss of vacation time or pay if he/she returns to his/her employment duties as soon as practical.

1. If the employee's service at an emergency starts before his working hours, or extends beyond them, there shall be no overtime pay.

B. Any employee who is a Firefighter or an emergency medical member shall not leave his/her place of employment if his/her duties are related to the emergency in progress (i.e., the duty Firehouse Attendant). The only exception to this policy would be if all of the following conditions are met:

1. His/her leaving of the duties is authorized by the senior T.F.D. officer involved in the emergency.

2. His/her duties are assumed by another fully qualified individual, and

3. His/her response is necessary based on the situation (i.e., he/she is the only available Emergency Medical Technician, the only qualified driver, etc).

**SECTION 13 - TUITION REFUND**

A. If an employee takes a recognized course that will increase his/her value and/or skills to the Terryville Fire District in fields related to his/her employment such as communications, vehicle mechanics, medical emergencies, etc., the District shall reimburse the employee for the full cost of tuition and books upon the successful completion of the course.

B. The employee must have prior approval from the Board that the anticipated course is acceptable for this refund policy.

C. The tuition fee and/or book expenses refund shall be made upon proof of the successful (grade D or better) completion of the course and if the employee is still working for the District upon said completion.

D. The Board agrees to allow employees to change shifts to take Board approved courses, provided employees agree to change.

E. The District shall pay for the cost of re-certification as an EMT-CC provided the employee applies through Suffolk County EMS as a District employee, or the District will offer such re-certification through CME training.

F. PARAMEDIC TRAINING:

1. An employee must receive prior approval from the Board of Fire Commissioners to enroll in a paramedic training program which will lead to certification as an EMT-Paramedic. The employee shall make a request for this approval in writing, describing the particulars of the training program and its cost, inclusive of tuition, books, and insurance.

2. Upon approval by the Board, the employee shall be eligible for reimbursement for the cost of the training program, inclusive of tuition, books and insurance, up to \$10,000.00.

3. Upon successful completion of the Paramedic Training program, confirmation that the employee has passed the New York State EMT-Paramedic Test and the required Suffolk County REMAC Protocol Exam, the employee will receive reimbursement for authorized expenditures as follows:

a. A first payment equal to 25% of the approved reimbursement.

b. Upon completion of 9 months of continuous employment with the Terryville Fire District, from the date of the first payment, the employee will receive a second payment equal to 25% of the approved reimbursement.

c. Upon completion of 18 months of continuous employment with the Terryville Fire District, from the date of the first payment, the employee will receive a third payment equal to 25% of the approved reimbursement.

d. Upon completion of 27 months of continuous employment with the Terryville Fire District, from the date of the first payment, the employee will receive a fourth and final payment equal to 25% of the approved reimbursement.

#### **SECTION 14 - HAND SCANS AND ATTENDANCE VERIFICATION**

A. Every unit employee shall be required to scan in and scan out on a daily basis to reflect only actual hours worked, and shall fill out and sign the Employee Attendance Verification form if the hand scan is not working, if the employee works beyond their scheduled hours, and/or if the employee is requesting time off.

B. Any employee may contact the District Manager or his/her designee and/or, the District Treasurer for any question on his/her time card, or calculation of his/her pay or deductions.

C. The only deductions from an employee's pay are those required by law - Federal Income Tax, State Income Tax, Social Security (FICA), union dues or agency fees, New York State and Local Retirement System contributions, and health insurance premiums.

D. Employees will be paid for two week periods of work (not salaried employees). The employee's Attendance Verification form must be properly completed and

submitted to the Board by the Monday following the two (2) week period which ends on a Sunday at Midnight. The employee shall receive his/her paycheck on the second following Thursday at the latest.

**SECTION 15 - PHYSICAL EXAMINATIONS**

A. All employees are required to receive an annual physical examination during a period to be designated by the Board and by a physician(s) to be named by the Board. (Notwithstanding the foregoing, the Board may direct a physical or mental examination at any time). The first physical examination received by an employee shall include a Teiter/PPD Test. Additional such tests shall be given as necessary.

B. The District shall pay for any physical or mental examination.

C. The results of the examination shall be reported to a designated Commissioner and to the employee.

**SECTION 16 - TIME IN COURT**

Time lost from work by reason of any employee's appearing as a witness for the employer shall be compensated at the rate of one day's straight time pay for each day's appearance in court.

**SECTION 17 - UNIFORMS**

The District will supply each employee, upon hiring, with four (4) uniforms which will be replaced on an as needed basis as approved by the BOFC. Uniforms must be worn during all working hours. Custodians and mechanics are authorized to wear jeans in lieu of trousers. Cleaning shall be responsibility of each employee. Each custodian and each mechanic shall be supplied with a winter/spring jacket which will be replaced on an as needed basis as approved by the BOFC.

Employees shall receive an annual boot allowance of \$150.00 to be effective



April 30, 2015 and shall be required to wear steel or composite toe safety shoes. Shirts must be tucked in at all times.

All uniforms in the possession of the employee shall be returned to the District upon the employee leaving the District's employ.

**SECTION 18 - SENIORITY**

Seniority and seniority rights in the case of layoffs and recall shall be that established by the Suffolk County Civil Service Commission. Notwithstanding the foregoing, the designated union representative shall be granted super-seniority unless prohibited by applicable Civil Service Law and Regulation.

Any employee who is laid off and does not have recall rights pursuant to Civil Service Law, shall have recall rights based on payroll seniority for the term of this contract.

**SECTION 19 - BEREAVEMENT LEAVE**

Employees shall be entitled to up to forty (40) consecutive hours off, with pay, commencing with the date of death and ending on the fourth (4<sup>th</sup>) calendar day thereafter, to arrange and attend the funeral of the employee's spouse, child, mother, father, mother-in-law, father-in-law, sibling, grandmother, grandfather, step-parent, and step-sibling. However, the fourth (4<sup>th</sup>) calendar day may be extended if the date of the funeral is delayed, subject to approval from the District Manager or his/her designee..

**SECTION 20 - LEAVE OF ABSENCE**

Unit members may be permitted a leave of absence without pay for good cause upon written approval of the Board of Fire Commissioners, not to exceed six (6) months.

**SECTION 21 - DRUG/ALCOHOL TESTING**

A. Employees shall be subject to drug and/or alcohol testing should they be involved in an accident involving a motor vehicle or equipment, where there is injury to a person

or damage to property, or should the District have a reasonable suspicion to believe the employee may be under the influence of drugs and/or alcohol.

B. As part of the employee's annual physical, employees will be tested for unlawful substances and prescription medication. The District shall be advised if the employee tests positive for an unlawful substance, but will not be advised if the employee tests positive for any prescription medication provided the employee has a current and valid prescription therefor, and further provided the employee can safely perform the duties of his/her position.

**SECTION 22 - EMPLOYEE DUTIES**

A. The duties of the Firehouse Attendants shall include:

1. Dispatching and answering calls;
2. Cleaning of radio room daily and rest of building as required,
3. Clerical duties including but not limited to fuel tank readings, flag care, fuel delivery checking equipment and supply delivering checking, mail sorting, record keeping, security, energy checks, school and nursing home tests, relaying of messages, public information, and monitoring of School District frequencies.

B. The District shall post the duties of the Mechanics and Custodian/ Maintenance persons.

**SECTION 23 - EMT CERTIFICATION**

A. Anyone hired after October 1, 2000 must get and maintain New York State and Suffolk County EMT Certification and an ALS Certification.

B. Anyone hired prior to January 1, 1999 who voluntarily gets a New York State EMT Certification and an ALS Certification must maintain those certifications.

C. Custodians shall no longer be required to maintain their EMT certification.

**SECTION 24 - USE OF ACCRUALS**

Employees who call in sick may not utilize vacation time unless approved by the District. Sick time may not be utilized for reasons other than the employee's own illness, except as may be required by the Family Medical Leave Act (FMLA).

**ARTICLE V**

**COMPENSATION**

**SECTION 1 - WAGE INCREASE**

A. All full-time bargaining unit employees who are currently employed as of May 7, 2015, and were employed during the full calendar year of 2012 shall be paid \$500.00. Such employees who worked a portion of 2012 shall receive a pro-rated payment..

B. Effective January 1, 2013, all hourly wages shall be increased by three (3) percent.

Effective January 1, 2014, all hourly wages shall be increased by three (3) percent.

Effective January 1, 2015, all hourly wages shall be increased by three (3) percent.

Effective January 1, 2016, all hourly wages shall be increased by two (2) percent.

Effective January 1, 2017, all hourly wages shall be increased by two and a half (2½) percent.

Effective January 1, 2018, all hourly wages shall be increased by two and a half (2½) percent.

C. EMS employees shall receive a \$1.00 per hour increase to their base hourly rate effective April 30, 2015 by both parties.

D. The District shall be permitted to pay new EMS employees and new Automotive Mechanic(s) up to \$3.00 less than the regular hourly rate during the employee's first year of employment; up to \$2.00 less than the regular hourly rate during the employee's second year of employment; and up to \$1.00 less than the regular hourly rate during the employee's third year of employment.

E. New employees hired as a firehouse attendant shall be paid a minimum of \$19.50 per hour, but not more than the regularly hourly rate; new employees hired as a Custodian shall be paid a minimum of \$17.00 per hour, but not more than the regularly hour rate.

F. The regular hourly rate for an Automotive Mechanic shall be a minimum of \$27.00.

G. On each employee's fifth (5<sup>th</sup>) employment anniversary and on each anniversary thereafter, he/she shall receive a longevity payment as follows:

Five (5) years through nine (9) years	\$250.00
Ten (10) years through fourteen (14) years	\$275.00
Fifteen (15) years through nineteen (19) years	\$325.00
Twenty (20) years and more	\$375.00

Employee will receive the longevity payment the first pay period after his/her anniversary date and on same date each year afterwards. This is a "lump sum" payment made once per year on pay date closest to anniversary date. In the event of employee's retirement or death, any payment due to be paid will be paid to his/her beneficiary or estate on a pro rata basis determined by the ratio of full months of service that year, i.e., take the amount owed for the entire year, divide by 12, multiply by months served. To be paid by separate check.

H. The District shall provide to its employees the option of direct deposit.

## **ARTICLE VI**

### **OTHER BENEFITS**

#### **SECTION 1 - HEALTH INSURANCE**

Full-time employees shall receive health insurance benefits through the New York State Empire Core Plus Enhanced Plan. Those employees may opt to forego this insurance and receive a pro-rated payment of \$1,000 in lieu of family coverage or a pro-rated payment of \$500 in lieu of single coverage once per calendar year. However, any such employee whose spouse or other family member is afforded family coverage under the New York State Empire Core Plus Enhanced Plan, and the employee is covered thereunder, shall not be entitled to health insurance benefits, but shall receive a pro-rated payment of \$1,000 and, in addition, up to \$500 to cover the cost, if any, of the spouse or family member's required contribution towards the premium for that plan. Any employee who opted out of the insurance because of health insurance coverage elsewhere, or who was not entitled to the health insurance hereunder, and because of circumstances not within his/her control, is no longer covered under any health insurance plan, shall be enrolled by the District in the New York State Empire Core Plus Enhanced Plan as soon as possible and pursuant to the rules and regulations of the New York State Empire Core Plus Enhanced Plan.

Employees hired after April 30, 2015 shall contribute fifteen (15) percent of the health insurance premium. Effective January 1, 2017, employees hired prior to April 30, 2015 shall contribute two (2) percent of the health insurance premium; effective January 1, 2018, employees hired prior to April 30, 2015 shall contribute an additional three (3) percent for a total of five (5) percent of the health insurance premium. All such contributions shall be made via a payroll deduction from before-tax dollars for those employees on the payroll.

**SECTION 2 - PENSION PLAN**

Contributions on behalf of employees shall be made to the New York State and Local Retirement System as required by law.

**SECTION 3 - DENTAL AND VISION PLAN**

Employees shall be provided with a dental plan and a preferred vision pricing program. The cap on annual dental benefits shall be increased to \$2,500.00.

**ARTICLE VII**

**GRIEVANCE PROCEDURE**

**SECTION 1 - DEFINITION**

The term “grievance” shall mean any claimed violation of a specific provision of this contract.

**SECTION 2 - PROCEDURE TO BE FOLLOWED**

All grievances shall be processed in the following manner:

2.1 Procedure

An employee who claims to have a grievance, or the Union, shall present the grievance to the Board within ten (10) days after the date the grievance occurs, or within ten (10) days of the date the employee, Union knew or should have known of the acts or occurrences underlying the grievance and the provision of the contract claimed to have been violated. The statement of grievance shall specify the facts underlying the grievance. The employee may be represented by the Union at such conference.

2.2 The Board shall discuss the grievance with the employee and make such investigation as it deems appropriate.

2.3 Within thirty (30) days after presentation of the grievance to the Board, it shall make its decision and communicate same in writing, to the employee presenting the

grievance and to the Union.

2.4 The decision of the Board may be appealed, solely by the Union, pursuant to binding arbitration by the filing of a demand for arbitration or a notice of intention to arbitrate within 30 days after the Board's decision.

#### 2.5 Arbitration

Within five (5) days after such written notice of submission to such arbitration, the District and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the New York State Public Employment Relations Board by either party. The parties will be bound by the rules and procedures of the New York State Public Employment Relations Board in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue recommendations not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator's recommendations will be in writing and will set forth his/her findings of fact, reasoning and recommendations on the issue submitted.

The arbitrator shall have no power or authority to make any decision which would require the commission of an act prohibited by law or which is violative of or alters or amends the terms of this Agreement.

The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall limit his/her decision strictly to the claimed violation of the express provision of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any decision contrary to, or modifying or violating the terms and provisions of this Agreement.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EMERGENCY SERVICES OF THE  
FIFTH DIVISION, IAFF, LOCAL  
A.F.L.- C.I.O**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**THE TERRYVILLE FIRE DISTRICT**

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

Title: \_\_\_\_\_